# AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT
# MEETING
# February 6, 2017
# 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-58241** Proclamation in support of the Children's Advocacy Center of Hidalgo County and its fundraiser.

**B.** **AI-58214** Appointment or Re-appointment of board members to the Hidalgo County Regional Mobility Authority Board of Directors for a two year term (current terms expiring are County Judge, Precinct 3, and Precinct 4)

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

**A.** **AI-57941** Proclamation declaring February 2017 as Teen Dating Violence Awareness month.

**B.** **AI-58265** Hidalgo County DA's Office- Border Prosecution Unit Grant (BPU) (1281):
Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).

**C.** **AI-58326** DA's Office - Hidalgo County Domestic Violence Specialty Prosecutor Grant (1281):
1. Requesting approval to apply for the FY2017 Hidalgo County Domestic Violence Specialty Prosecutor Grant

2. Requesting approval of resolution to designate County Judge as the grantee's authorized official and to sign documents

**D.** **AI-58329** DA's Office-Victim Assistance Program Grant (1281):
1. Requesting approval to apply for the FY2017 Hidalgo County DA's Office - Victim Assistance Program Grant

2. Requesting approval of resolution to designate County Judge as the grantee's authorized official and to sign documents

**7.** **Constables:**

**A.** **AI-58258** Constable Pct.1 Office - LBSP FY18 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY18 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.

2. Authorization for County Judge, as authorized official, to e-sign application under egrants as authorized official.

3. Approval of Resolution for LBSP 18 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents (grant period - September 1, 2017 - August 31, 2018).

**B.** **AI-58236** Constable Precinct No. 2:
Discussion, consideration, and approval to appoint Hector Castillo as a Deputy Constable by Constable Martin N. Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011.

**C.** **AI-58167** Constable Precinct 4: Presentation and discussion of 2016 Racial Profiling Report as presented by Hidalgo County Constable Precinct 4 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

**D.** **AI-58352** Constable Pct. #4 - NIBRS Grant:
1. Ratification of application that was submitted on January 16, 2017 for the National Incident Based Reporting System (NIBRS) Grant with the Governor's Criminal Justice Division, through egrants.

2.Approval of Resolution for NIBRS Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents.

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

**A.** **AI-58354** Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (PAG McAllen T1, LLC DBA Scion of Pharr, Toyota of Pharr – P123289, PAG McAllen H1, LLC DBA Hyundai of Pharr – P123292). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates.

**B.** **AI-58207** Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761).

**C.** **AI-58206** Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Ed Payne Motors LLP – P4916, Weslaco Motors LP – P22254, Alfa Romeo and Fiat of the Rio Grande Valley, LLC DBA Payne Alfa Romeo – P133756, Weslaco Ford LLP – P21629).

**9.** **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-58382** 1. Discussion, consideration and action on Revised Order approving First Amendment to Interlocal Agreement between Hidalgo County and Reinvestment Zone Number One, City of Donna
2. Discussion, consideration and action on Revised Order approving First Amendment to Interlocal Agreement between Hidalgo County and Tax Increment Reinvestment Zone Number Two, City of Donna

**C.** **AI-58071** Approval of 2017 Library Interlocal Agreements between Hidalgo County and the following cities:
Alamo, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Mission, Penitas, Pharr, San Juan and Weslaco

**D.** **AI-58243** Discussion, consideration, action to amend Palm Valley Animal Center Agreement (C-14-321-12-16) increasing the contribution from $548,814.00 to $789,814.00.
Net increase change of $241,000.00 as per court action dated Nov.15.2016 (AI-57197).

**E.** **AI-58388** Discussion, consideration and action of political subdivision declaration for McAllen ISD Police Department

**F.** **AI-58358** Requesting authorization and approval of Plan Strategy Change Request Form for the Hidalgo County 457 Plan with authority for Valde Guerra, Executive Officer to sign document.

**G.** **AI-58324** Approval to accept settlement check from Allstate Insurance Company in the amount of $3,631.33 to settle auto accident claim with County vehicle. (Constable Pct. 2)

**H.** **AI-58296** Approval to accept settlement check from Allstate Insurance Company in the amount of $1,929.98 to settle auto accident claim with County vehicle. (Constable P2)

**I.** **AI-58201** Facilities Management:
Approval of credit application and agreement with the following vendors for the purchase of equipment/supplies for County Buildings and authorize Valde Guerra, County Executive Officer to sign documents:
John Deere Financial

**J.** **AI-58283** Facilities Management:
Requesting approval to surplus/dispose of any unserviceable US Flags

**10.** **Human Resources:**

**A.** **AI-58312** Pct. 3 BCAP/Pct. 3 Rd. Maintenance/Pct. 4 BCAP/Pct. 4 Rd. Maintenance/Pct. 1 Administration/BCAP/R&B Co. Wide Administration (1200):

1. Approval of the following personnel actions, effective upon Commissioners Court approval:

| Action | Dept/Prog | Slot | Position Title | Obj. Code | Current Budgeted Salary/Allowance | Proposed Budgeted Salary/Allowance | Total Adjustment |
|---|---|---|---|---|---|---|---|
| Change in Funding Source (Delete Slot. No. 0002) | 123-019 | 0002 | Executive Assistant III | 113/115 | $5,129.00/ $69.79 | $0.00/$0.00 | ($5,129.00)/($69.79) |
| | 123-005 | 0003 | | 113/115 | $69,838.00/$950.21 | $74,967.00/$1,020.00 | $5,129.00/$69.79 |
| Change in Funding Source (Delete Slot No. 0005) | 123-019 | 0005 | Invoice Clerk | 113/115 | $2,645.00/ $57.95 | $0.00/$0.00 | ($2,645.00)/($57.95) |
| | 123-005 | 0031 | | 113/115 | $31,219.00/$662.05 | $33,864.00/ $720.00 | $2,645.00/$57.95 |
| Change in Funding Source (Delete Slot No. A006) | 123-019 | A006 | Assistant Field Operations Director | 117 | $3,167.00 | $0.00 | ($3,167.00) |
| | 123-005 | 0079 | | 117 | $0.00 | $3,167.00 | $3,167.00 |
| Change in Funding Source (Delete Slot No. 0002) | 124-019 | 0002 | Accounts Payable Specialist III | 113 | $3,919.00 | $0.00 | ($3,919.00) |
| | 124-007 | 0004 | | 113 | $45,012.00 | $48,931.00 | $3,919.00 |
| Change in Funding Source (Delete Slot No. A006) | 121-004 | 0009 | Clerk IV | 117 | $0.00 | $3,500.00 | $3,500.00 |
| | 125-028 | A006 | | 117 | $3,500.00 | $0.00 | ($3,500.00) |

2. Approval to add supplemental pay allowance in the amount of $1,104.00 to Program Manager position, Slot No. 125-030-0-001.
3. Approval of interdepartmental transfers.
4. Approval to revise the salary schedule in accordance with Commissioners Court approval.

**B.** **AI-58270** Planning Department / Environmental Compliance / Nuisance Abatement (1100):
1. Approval to transfer the following positions and employees effective upon Commissioner's Court approval:

| Employee # | Position Title | From Dept. | Slot No. | To Department | Slot No. |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 187097 | Environmental Compliance Coordinator | Planning Department (210-001) | 0027 (delete) | Environmental Compliance (125-036) | 0001 (create) |
| 177512 | Administrative Assistant III | Planning Department (210-001) | 0028 (delete) | Nuisance Abatement (125-039) | 0007 (create) |

2. Approval of interdepartmental transfers.
3. Approval to revise the salary schedules in accordance with Commissioners court approval.

**C.** **AI-58366** Facilities Management / CCL #1 / DBM(1100):
1. Requesting waiver of the Budget Amendment - Personnel Related - Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective Commissioner's court approval:

| Action | Dept./ Program | Slot # | Position Title | Current/ Proposed Budgeted Salary |
|---|---|---|---|---|
| Delete | 115-001 | 0033 | Clerk II | ($24,960.00) |
| Delete | 220-001 | 0046 | Custodian II | ($24,960.00) |
| Create | 220-001 | 0119 | Special Projects Coordinator | $42,521.00 |

3. Approval to transfer employee #122343 to the Special Projects Coordinator position (220-001) Slot no.0119; pursuant to Section 3.32 of the Civil Service Commission Rules and Section 6.37 of the Personnel Policy Manual.
4. Approval of interdepartmental transfers.
5. Approval to revise the salary schedules in accordance to Commissioners Court action.

**D.** **AI-58380** Domestic Violence Court Grant (1289) / CCL #1 (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 positions, effective next full pay period:

| Dept./ Program | Slot# | Position Title | Proposed Allowance Amount |
|---|---|---|---|
| 021-001 | 0003 | Court Coordinator | $3,000.00 |
| 021-001 | 0005 | Assistant Court Coordinator | $12,000.00 |

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

**E.** **AI-58251** CCL#2 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval to create one (1) Temporary Full Time Clerk I position, Slot T006, Dept./Prog. No. 022-001 at $12.00 per hour/$5,760.00 proposed budgeted salary, not to exceed 06/16/17, effective 02/27/17.
3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

**F.** **AI-58234** Health & Human Services - CPS/Hazards (PHEP) Grant (1293):
1. Discussion, consideration, and approval of the following personnel actions, effective 3/01/2017:

| Action | Dept./ Program | Slot# | Position Title | Proposed Budgeted Salary |
|---|---|---|---|---|
| Create | 340-013 | 0020 | Assistant Epidemiologist | $31,255.00 |
| Create | 340-013 | 0021 | Assistant Epidemiologist | $31,255.00 |

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

**G.** **AI-58233** WIC Lactation Services (1292):
1. Discussion consideration and approval to delete one Full-time International Board Certified Lactation Consultant, Slot# 0001, Account no. 350-013-7,at $47,380.00 budgeted salary; effective 2/06/2017.
2. Approval to revise salary schedule in accordance with Commissioners' Court action.

**11.** **HIDTA - Task Force:**

**A.** **AI-58235** Discussion, consideration and approval to submit the four (4) part SF424 Application Form related to the ONDCP High Intensity Drug Trafficking Areas Program (HIDTA) with authority for County Judge to sign required documentation. Application includes the following:

1. SF 424 General Application
2. SF 424A Budget Information Non Construction Programs
3. SF 424B Assurances Non-Construction Programs
4. SF 424 Lobbying Form

**B.** **AI-58242** Authorization and approval of extending grant period from 01/01/2015 - 12/31/2016 to 01/01/2015 - 06/20/2017 on award no. G15SS0002A between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy (HIDTA Task Force).

**C.** **AI-58220** Acceptance and approval to reimburse Rod Robertson Enterprises, Inc. (County Contract No. C-15-030-04-28 Auctioneer & Storage Services) $14,900.00 for a returned auctioned vehicle (vehicle title could not be obtained).

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

**A.** **AI-58262** 1. Requesting approval to submit application for grant funds in the amount of $272,386.00 from the Public Health Preparedness & Response program for a grant period to run from March 1, 2017 through June 30, 2018.
2. Requesting approval to submit application for grant funds in the amount of $289,773.00 from the Epidemiology, Lab Capacity program for a grant period to run from March 1, 2017 through June 30, 2018.

**B.** **AI-58260** 1. Requesting approval to accept the Amendment No. 02 to Contract #2016-001417B in the amount of $36,000.00 to increase the total amount of the contract to $641,561.00.
2. Requesting approval of the Certification of Revenue in the amount of $36,000.00 as approved by County Auditor.
3. Requesting approval of the budget appropriation in the amount of $36,000.00.

**C.** **Health Care Funding District:**

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

**2.** **AI-58240** A. Discussion, consideration and approval to draw down funds for Demonstration Year 6 ADVANCE UC Payment in the amount to be determined by HHSC instructions from the General Fund and Local Provider Participation Fund (LPPF) with a transfer date of 2/8/17.
B. Approval of 2017 Appropriation of funds from the LPPF in the amount to be determined by HHSC.

**D.** **Indigent Health Care Program:**

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

**2.** **AI-58385** Approval for County Judge to sign attached Texas Department of State Health Services Plot Owner Consent Form.

**13.** **Adult Probation:**

**A.** **AI-58281** November 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $615.00.
2. Approval of appropriation of the DWI program income (GPI) in the amount of $615.00

**14.** **Community Service Agency:**

**A.** **AI-58359** 1. Discussion and possible action to approve CSBG contract PY 2017 CSBG Contract #61170002636

2. Report current year activities.

**15. IT Department:**

**A. AI-58083** VARIOUS DEPARTMENTS
Authorization and approval to continue with existing service, purchase new wireless service, change name and deactivate service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

| Qty: | Description: | Department: | User: | Service Plan: | MDN: |
|---|---|---|---|---|---|
| 1 | New Cell Phone | District Attorney | Office Use | Nationwide Unl. Mins. Email&Data @ $69.99 + $5.00 taxes/fees per month | New |
| 6 | New Data Cards | District Attorney | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | New |
| 1 | New Data Card | District Clerks | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | New |
| 1 | Cont. Service for Data Card | District Clerks | Laura Hinojosa / 152692 | 4G Mobile Broadband Unl. @ $37.99 per month | 956-587-1269 |
| 8 | Cont. Service for Data Card | I.T. | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |
| 2 | Cont. Service for Cell Phones | I.T. | Office Use | America's Choice 400 Natl. Share @ $29.99 + $5.00 taxes/fees each per month | LIST attachment |
| 8 | Cont. Data Service for Surveillance Cameras | I.T. | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |
| 52 | Cont. Service for Data Cards | Justice Courts | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |
| 5 | New Cell Phones | Commissioner Pct. 1 | Various (see LIST attachment) | Nationwide Unl. Mins Email&Data Unl+MHS/N&W/M2M/MGS Unl. @ $69.99 + $5.00 taxes/fees each per month | New |
| 6 | Cont. Service for Cell Phones | Fire Marshal | Various (see LIST attachment) | Nationwide Unl. Mins Email&Data Unl+MHS/N&W/M2M/MGS Unl. @ $69.99 + $5.00 taxes/fees each per month | LIST attachment |
| 7 | Cont. Service for Data Cards | Fire Marshal | Various (see LIST attachment) | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |

| Qty: | Description: | Department: | User: | Transfer To: | Service Plan: | MDN: |
|---|---|---|---|---|---|---|
| 1 | Cont. Service for Data Card | County Court #7 | Office Use | N/A | 4G Mobile Broadband Unl. @ $37.99 per month | 956-342-1143 |
| 1 | Name Change | Planning Dept. | Eli Villegas / 185817 | Office Use | Nationwide UNL Min Email & Data @ $115.49 + $5.00 taxes/fees per month | 956-609-5771 |
| 1 | Deactivate Service for Data Card | Fire Marshal | Office Use | N/A | 4G Mobile Broadband Unl. @ $37.99 per month | 956-342-3707 |

**B. AI-58268** ELECTIONS DEPT.
Authorization and approval to continue and change wireless service plan through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

| Qty: | Description: | User: | Service Plan: |
|---|---|---|---|
| 4 | Cont. Service for Cell Phones | Office Use | Nationwide 400 Share Email&Data Unl. + MHS N&W/M2M/MSG @ $47.99 + $5.00 taxes/fees each per month |
| 85 | Cont. Service for Cell Phones | Office Use | State of Texas Local Flat Rate Calling $0.06 per min @ $4.99 each per month |
| 85 | Cont. Netbook data service | Office Use | 4G Mobile Broadband Unl. @ $37.99 each per month |
| 22 | Cont. Data Card Service | Office Use | 4G Mobile Broadband Unl. @ $37.99 each per month |

**16.** **Urban County:**

**A.** **AI-58303** 1. The County of Hidalgo Urban County Program (UCP) is disclosing that Omar Garcia, Owner of OG Construction Co., LLC, who is the lowest responsible bidder for the City of Progreso – Street Improvements Project, is related to County Judge Ramon Garcia.

2. Subject HB 1295 Compliance and receipt of the waiver letter from the U.S. Department of Housing and Urban Development, requesting consideration and action to award and enter into a construction contract with OG Construction Co., LLC in the amount of $178,257.25. UCP Fiscal Years 29 (2016) City of Progreso - Street Improvement funds will be utilized.

**B.** **AI-58304** 1. The County of Hidalgo Urban County Program (UCP) is disclosing that Omar Garcia, Owner of OG Construction Co., LLC, who is the lowest responsible bidder for the City of Alamo – Highview S/D Waterlines Improvements Project, is related to County Judge Ramon Garcia.

2. Subject HB 1295 Compliance and receipt of the waiver letter from the U.S. Department of Housing and Urban Development, requesting consideration and action to award and enter into a construction contract with OG Construction Co., LLC in the amount of $203,383.89. UCP Fiscal Years 24-26 (2011 - 2013) City of Alamo Water/Sewer Improvement funds will be utilized.

**C.** **AI-58279** Requesting approval of First Amendment to Inter Local Agreement by and between Hidalgo County Urban County Program and Hidalgo County Drainage District No.1 as it relates to Alberta Drain Project.

**D.** **AI-58301** Authority to negotiate a professional engineering service contract with the second highest ranked firm of Javier Hinojosa Engineering, for the provision of engineering services for an Urban County Program Year 29 (2016) San Juan, Street Improvements project.

**E.** **AI-58300** Authority to negotiate a professional engineering service contract with the second highest ranked firm of Strada Group, for the provision of engineering services for an Urban County Program Year 29 (2016) Sullivan City Drainage Improvements project.

**17.** **Elections Administration:**

**A.** **AI-58269** Elections Contract §31.100 (1100):
Approval of 2017 appropriation of funds in the amount of $50,000 to fund anticipated expenditures.

**18.** **WIC:**

**A.** **AI-58244** WIC: (1292)
1. Ratification of application that was submitted on January 3, 2017 for FY 2018.

| Amendment | Amount Increase | Amendment Total |
|---|---|---|
| FY17 Oct. 1, 2016 - Sept. 30, 2017 | $75,000.00 | $12,375,469.00 |
| FY18 Oct. 1, 2017 - Sept. 30, 2018 | $12,303,695.00 | $12,303,695.00 |
| | | $24,679,164.00 |

2. Approval to accept the Contract No. 2017-049851-001A from the Department Of State Health Services. The purpose of the amendment is to amend certain contractual language, increase the award amount by $75,000.00 for a total of $12,375,469.00 which is allocated toward Fiscal Year 2017 for contract term from (October 1, 2016 through September 30, 2017) and allocate $12,303,695 for Fiscal Year 2018 (October 1, 2017 through September 30, 2018) for a total of ($24,679,164.00).
This Amendment No. 1 shall be effective February 1, 2017
3. Requesting approval for County Judge to sign the Signature Page for Amendment No.1 DSHS Contract No. 207004985-001A.
4. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act for the Amendment No.1 DSHS Contract No. 207004985-001A.
5. Requesting approval of the Certification of Revenue in the amount $75,000 by County Auditor.

**19.** **Auditor's Office:**

**A.** **AI-58288** 1. Approval of Certification of Revenues as certified by the County Auditor for various TXDOT projects.
2. Approval of 2016 appropriation of funds for various TXDOT projects in the total amount of $3,722,470.30

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

**A.** **AI-58199** Receipt, review, and approval of closing documents for Parcel 1 for Pct 2 Yuma Ave Extension Project with authority for the Co Judge and or Executive Officer to sign closing documents.

**B.** **AI-58394** 1. Authority to rescind action taken by Commissioners Court on January 10, 2017 (AI-57954) due to correction of project limits.
2. Requesting approval of Interlocal Cooperation Agreement between the City of San Juan and the County of Hidalgo, Texas, concerning certain road improvements to two portions of Sgt Trevino Road from Raul Longoria Road to Cesar Chavez Road.
3. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project concerning certain road improvements to two portions of Sgt Trevino Road from Raul Longoria Road to Cesar Chavez Road.

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

**A.** **AI-58367** Resolution in honor of Jaime Guerra for his 13 years of service to Hidalgo County

**22.** **Budget & Management:**

**A.** **AI-58334** Salary Schedule - DA Investigation HB65
1. Approval of the following salary schedule corrections, effective 01/01/17:

| Fund | Dept./Prog. | Slot No. | 2017 Adopted Position Title | 2017 Proposed Position Title | Correction |
|---|---|---|---|---|---|
| 1223 | 080-007 | 0089 | Accounts Payable Specialist I | Accounts Payable Specialist II | Title Change |

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

**B.** **Budget Appropriations:**

**1.** **AI-58280** Supplemental Court Guardianship (1250):
Approval of 2017 appropriation of funds in the amount of $40,000.00 to fund legal services.

**2.** **AI-58248** Courthouse Security Fund (1241):
Approval of 2017 appropriation of funds for the Courthouse Security (1241) in the amount of $2,000.00 to fund general supplies expenditures.

**3.** **AI-58332** Pct 4 (1345/1315):
Approval of 2017 appropriation of funds into various CO2014-Pct 4 accounts in the total amount of $418,935.33 with interfund to TXDOT Pct 4 10th St Project (1315), program 030, to fund anticipated expenditures.

**23.** **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-58013** Presentation of sole bid received from a responsible vendor submitting the lowest and best bid [while meeting all specifications and/or requirements] for the purpose to award & approval of contract document for project titled: "Tire Disposal Services" through RFB No.: 2016-287-12-07-SMA.

2. **AI-58379** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

   b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
   1. District Clerk
   2. District Judges
   3. Constable Pct 1
   4. Constable Pct. 3

3. **AI-58267** A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment, vehicles, and boats as "Surplus" for the purpose of sale through online auction scheduled for 2-17-2017 thru 03-03-2017 in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received on either auction date,

   B. Requesting authority to publish advertisement for the auction of surplus scheduled for 2-17-2017 including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

4. **AI-58401** A. Acceptance of Quote #00001409 from HART InterCivic, awarded vendor, through BuyBoard Coop. Program Contract #460-14 Voting Equipment [as approved by state of Texas Certification Process] including the Contract document [reviewed/approved as to form by HC-DA/Civil Section] with authority to purchase same through a submitted Electronic Requisition and processed Purchase Order System in the amount of $5,491,500.00 [with details on both the Contract document and/with attached Quote herein] and approval to have County Judge to execute HART Interactive Contract Documents and subject to compliance with form 1295 and any other statutory/policy requirements, if and when applicable;

   B. Pursuant to TxLGC 263.152(a)(2), approval to declare "Surplus" all ES&S Ivotronic Voting Equipment, Accessories, Software and authority for HC [upon the anniversary of renewals] issuing written notices of non-renewing maintenance and support agreements [as detailed on schedule attached hereto] with actual "trade-in" of the items to HART InterCivic [with corresponding credit of $750K] with transfer of all equipment as agreed upon by both HART Interactive & Hidalgo County [through Elections Dept.] and pursuant to contract terms/conditions;

| Description | Duration / End Date | Qty. | Deadline to mail Termination Letter |
|---|---|---|---|
| Ivotronic Voting Machines | 2/1/2016 - 1/31/2017 | 267 Plus 650 Machines | 12/31/2016 |
| Ivotronic Voting Machines | 5/1/2016 - 4/30/2017 | 70 Voting Machines | 3/30/2017 |
| Unity Software Renewal License | 7/1/2016 - 6/30/2017 | 1 Software License | 5/30/2017 |
| Unity ERM Software Renewal License | 9/1/2016 - 8/31/2017 | 1 Software License | 7/31/2017 |
| Ivotronic Voting Machines | 8/1/2016 - 7/31/2017 | 464 Voting Machines | 6/30/2017 |

**B. Pct. 1**

1. **AI-58254** a. Recommendation by project engineer, Sames Engineering & Surveying to award the Base Bid to the responsible vendor **M.J.A. Construction** - submitting the lowest and best bid meeting all specifications for FEMA project "Paving & Drainage Improvements-Las Nubes Dr., Marlen St., Lott Rd., & Old River Rd." in the amount as listed below:

| RFB: 2016-401-12-28-YZV | |
|---|---|
| | AMOUNT |
| Las Nubes Drive<br>Marlen Street<br>Lott Road<br>Old River Road | $ 36,815.00<br>$ 78,605.10<br>$239,826.75<br>$201,221.65 |

| | |
|---|---|
| **TOTAL BASE BID** | **$556,468.50** |

b. Pursuant to TX Local Government Code 262.031 and in the interest of expediting a project's progress, requesting authority/ approval for the Precinct Commissioner or designee: David Suarez, Chief Administrator to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits..'. The original contract price may not be decreased by 18% or more without the consent of the contractor".

**2. AI-58397** Pct. #1 requests approval to exercise [pursuant to Article 3.3 (5)-Termination of Agreement #08-227-02-09 between Hidalgo County and TEDSI Infrastructure Group to provide general engineering services for: Mile 6 West Road Improvements & between SH 107 & Mile 9 North and includes authority to send the required (30) day termination notice with an effective day of February 6, 2017.

**3. AI-58231** A. Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on December 13, 2016 (AI#57719) for the following HC Pct. #1- Paving and Drainage Improvements Projects:

| Project Name | Project No. | Award Recommendation to vendor | Amount |
|---|---|---|---|
| Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Mile 13 1/2 North Rd., Mile 11 North Road and Yvette Circle | 2016-398-12-13 | 2GS, LLC DBA EarthWorks Enterprises | $519,662.30 |

B. Pursuant to TXLGC 262.031 and in the interest of expediting a Project's progress, requesting authority/approval for the Precinct Commissioner or designee: David Suarez, Chief Administrator to execute change orders that involve Increasing or decreasing in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits. The original contract price may not be decreased by 18% or more without the consent of the contractor.

**C. Pct. 2**

**1. AI-58316** Pursuant to Texas Constitution, Article 3, Sect. 52, requesting acceptance and approval of "Public Purpose" for the purchase of miscellaneous items [i.e. printed materials, supplies and other related items] which assist in the Precinct's efforts in disseminating information on road conditions, closures, paving/drainage improvements, educational and health awareness, public safety services and programs affecting the community including, but not limited to, the following up-coming events:
A. Ground Breaking for Pct. #2 - CRC Youth Facility;
B. Ground Breaking for Pct. #2 - Regional Linear Park Project;
C. Coronation Event with HC-Head Start Program;
D. Little Free Library Donation Ceremony;
E. Community Resource Center's - Numerous Events

**2. AI-58395** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services providers for the Nolana Loop Project for Precinct No. 2;

| | B2Z ENGINEERING | L&G CONSULTING ENGINEERING | SOUTH TEXAS INFRASTRUCTURE |
|---|---|---|---|
| EVALUATOR NO. 1 | 96 | 98 | 95 |
| RANKING | | | |

c.Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for the Nolana Loop Project for Pct 2.

3. **AI-58398** a. Approve an order exempting from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services for "ON CALL" Precinct No. 2 Projects;

| | Leonel Garza Jr. & Associates, LLC | APPRAISAL HAUS | VALBRIDGE PROPERTY ADVISOR |
|---|---|---|---|
| EVALUATOR NO. 1 | 98 | 91 | 90 |
| RANKING | | | |

c. Authority for the Purchasing Department to negotiate a professional surveying services agreement commencing with the No. 1 ranked firm of _____ for professional appraisal services for "ON CALL" Precinct No. 2 Projects.

4. **AI-58399** Approval of payment of Invoice #20004 in the amount of $1,180.88 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#2), for Pct 2 Community Resource Center (CRC) Youth Facility Project.

5. **AI-58400** Approval of payment of Invoice #20003 in the amount of $19,637.64 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#1), for Pct 2 Palmer Pavilion Renovation Project.

6. **AI-58294** Requesting authority to purchase one used 2000 Ford F-350 Bucket Truck for Hidalgo County Pct #2 Through quotes with Requisition# 313344: Lumatec lighting services in the amount of $18,500.00.

**D. Pct. 4**

1. **AI-58375** Acceptance and approval of Change Order No. 1 to [extend the term an additional fifty-six (56) days] under agreement # C-16-145A-07-19 with RG Enterprises, LLC dba G&G Construction (reviewed/recommended by project architect Mata-Garcia Architects, LLP) for: Precinct 4-"Landscape/Structural and Irrigation Construction for the San Carlos CRC Project".

2. **AI-58302** Authority to purchase one (1) 2017 Ford F-550 Chassis with Body (service truck) [through Hidalgo County's membership and participation] BuyBoard awarded vendor, Grande Truck Center [Contract #521-16] in the amount of $108,519.00 which includes delivery & cooperative fees through submitted Req.#313978.

3. **AI-58287** Approval of clarification of purchase order 748328 for Caldwell Country Chevrolet. AI-55787 on 08/16/2016 requested two 2016 Chevy Silverado 2500HD [as 2016 models no longer available] therefore, General Motors and Caldwell Country Chevrolet provided Pct.4 with 2017 year models at the 2016 cost thus resulting in no fiscal impact.

**E. Public Defenders**

1. **AI-58346** Requesting authority to enter into a (36) month software renewal license subscription agreement for the Hidalgo County Public Defender's Office and Justice Works, LLC for the amount of $2.00 per every new case opened and subject to compliance with HB23 and HB1295 [if and when applicable].

**F. Constables**

1. **AI-58311** HC-Constable, Pct. #3, is requesting for CC to accept and approve the "Public Purpose" [pursuant to Texas Constitution, Art. 52] for the items purchased under PO#752477 as the materials/supplies assist in rendering the joint efforts & goals between the school districts and the county: i.e. reducing student juvenile crime, delinquency behavior and increasing school attendance, safety and security for students, faculty, members of the community thus benefiting all parties.

**G. Facilities Management:**

1. **AI-58289** Approval of Security Systems Agreement for Fire Alarm Monitoring of the Courthouse Annex III (Old Admin) between Hidalgo County and AFP Alarm and Detection, LP and subject to compliance with HB23 and HB1295 [if and when applicable].

**H. Colonia Access Program**

1. **AI-58274** A. Discussion and possible action for approval to extend Funding Agreement for Border Colonia Access Program Amendment #11 Third Call. The Amendment extends the contract to December 31,2017;

   B. Approval for County Judge to sign Funding Agreement for Border Colonia Access Program Amendment #11.

**I. Sheriff's Office**

1. **AI-58039** Presentation of bids received for the purpose of award to the responsible vendor submitting the lowest & best bid [meeting all specifications and/or requirements] and approval of contract document for project titled: "Purchase of Security Correctional Mattresses" through RFSQ No.: 2017-015-12-19-SGS.

**24. Open Forum**

**25. 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-58223** C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

**D. AI-58271** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

**E. AI-58276** CL-16-45005-A; Saul Sosa v Hidalgo County Indigent Defense and Hidalgo County

**F. AI-58387** C-2307-16-I; Ruth Reynua, et al v. Hidalgo County, et al

**G. AI-58291** EEOC Charge No. 451-2016-02842; Jose Lauro Hinojosa v Hidalgo County

**H. AI-58255** Claim of David Fox

**I. AI-58305** Claim of Judith Gonzalez

**J. AI-58307** Claim of Judith Gonzalez Custodian of Audrey Roque, a minor passenger

**26.** 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)

**27. Open Session:**

**A.** Real Estate Acquisition and appropriation for same

**B.** Pending and/or potential litigation

**C.** **AI-58224** C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

**D.** **AI-58272** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

**E.** **AI-58277** CL-16-45005-A; Saul Sosa v Hidalgo County Indigent Defense and Hidalgo County

**F.** **AI-58386** C-2307-16-I; Ruth Reynua, et al v. Hidalgo County, et al

**G.** **AI-58292** EEOC Charge No. 451-2016-02842; Jose Lauro Hinojosa v Hidalgo County

**H.** **AI-58256** Claim of David Fox

**I.** **AI-58306** Claim of Judith Gonzalez

**J.** **AI-58308** Claim of Judith Gonzalez Custodian of Audrey Roque, a minor passenger

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

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

**30.** **Adjourn**

**AI-58241** **County Judge's Office** **5. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Julia Sullivan, PUBLIC AFFAIRS

**Submitted By:** Julia Sullivan, PUBLIC AFFAIRS

**Department:** PUBLIC AFFAIRS

## Information

**CAPTION**

Proclamation in support of the Children's Advocacy Center of Hidalgo County and its fundraiser.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** n/a

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

**BUDGETARY IMPACT:**

No fiscal impact.

## Attachments

Children's Advocacy Center Proclamation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:31 PM |
| Linda Flores | Linda Flores | 01/31/2017 01:31 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Julia Sullivan | | Started On: 01/26/2017 01:26 PM |
| Final Approval Date: 02/02/2017 | | |

# PROCLAMATION IN SUPPORT OF THE CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY

**WHEREAS**, the Children's Advocacy Center was established in the year 2000 in tribute to Estrella Rojas, a victim of child abuse whose life ended tragically in Edinburg, Texas. Her memory is kept alive by helping and treating any child who is a victim of abuse; and

**WHEREAS**, Children's Advocacy Center, a non-profit organization, is one of 800 child advocacy centers nationwide, one of 68 certified Children's Advocacy Centers in Texas, and the first child-focused facility and community-based program of its kind in Hidalgo County, servicing child abuse victims from 2- to 17-years of age; and

**WHEREAS**, the mission of Children's Advocacy Center, is to reduce the emotional trauma to child abuse victims by facilitating a multidisciplinary team approach, which supports the prevention of child abuse through community education and promotes the effective prosecution of those who perpetrate crimes against children; and

**WHEREAS,** Children's Advocacy Center, gives hope, healing, and justice to victims of child abuse by providing a safe haven with a child-friendly, non-institutional environment where young victims are not afraid to tell their stories. Re-victimization of child victims is minimized by using a multidisciplinary team approach to child abuse investigations; and

**WHEREAS,** the Commissioners Court of Hidalgo County has, in past years, been a major benefactor of the Children's Advocacy Center of Hidalgo County by providing funds as allowed by Local Government Code Section 381.004, and

**WHEREAS,** the Commissioners Court of Hidalgo County is mindful of the critical economic hardships and alarming reductions in Federal and State funding to all kinds of important social service providers such as the Children's Advocacy Center; and

**WHEREAS,** to raise awareness and funds for the organization, the Children's Advocacy Center of Hidalgo County is having the annual *Vinos Wine Extravaganza!* at Embassy Suites McAllen Convention Center on Saturday, February 18, 2017 from 7:00 to 11:00 p.m., featuring wine, entertainment by Premier Show Band, Electric Circus, and Renaissance Rockers and delicious food provided by local restaurants.

**NOW, THEREFORE, BE IT DECLARED** that the Hidalgo County Commissioners Court supports this event to raise funds for the Children's Advocacy Center of Hidalgo County in their mission to break the cycle of abuse, one child at a time.

**Approved this 6th day of February 2017.**

**RAMON GARCIA**
County Judge

**DAVID FUENTES**
County Commissioner, Pct. 1

**EDUARDO "EDDIE" CANTU**
County Commissioner, Pct. 2

**JOE M. FLORES**
County Commissioner, Pct. 3

**JOSEPH PALACIOS**
County Commissioner, Pct. 4

**Attest: ARTURO GUAJARDO, JR.**
County Clerk

**AI-58214** **County Judge's Office** **5. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Robert Villarreal, COUNTY JUDGE

**Submitted By:** Virginia Jones, COUNTY JUDGE

**Department:** COUNTY JUDGE

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## Information

**CAPTION**

Appointment or Re-appointment of board members to the Hidalgo County Regional Mobility Authority Board of Directors for a two year term (current terms expiring are County Judge, Precinct 3, and Precinct 4)

**BACKGROUND**

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## Fiscal Impact

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 08:52 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Virginia Jones | | Started On: 01/25/2017 09:41 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-57941** **District Attorney** **6. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Rosie Cantu, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

## Information

**CAPTION**

Proclamation declaring February 2017 as Teen Dating Violence Awareness month.

**BACKGROUND**

## Fiscal Impact

## Attachments

proclamation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/05/2017 01:54 PM |
| Linda Flores | Veronica Ortiz | 01/06/2017 08:19 AM |
| Budget & Management | Veronica Ortiz | 01/06/2017 09:06 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Rosie Cantu | | Started On: 01/05/2017 01:09 PM |
| Final Approval Date: 02/02/2017 | | |

# TEEN DATING VIOLENCE AWARENESS AND YOUNG HEARTS MATTER MONTH PROCLAMATION

**WHEREAS**, all young people deserve to be treated with respect; and

**WHEREAS**, respectful, supportive and non-violent relationships are key to safety, health and academic success; and

**WHEREAS**, teen dating abuse is a significant health issue; with 10-20% of youth reporting physical or sexual violence from a dating partner; and

**WHEREAS**, victimization increases teens' risk for injury, substance abuse, eating disorders, unwanted pregnancy, and suicide, and young people exposed to violence are at greater risk for becoming victims and perpetrators in adult relationships; and

**WHEREAS**, parents, teachers, coaches, healthcare providers, clergy, artists, musicians, and other important people in teens' lives have the power to influence youth in positive ways; and

**WHEREAS**, we urge citizens to join the Hidalgo County District Attorney's Office and the Hidalgo County Family Violence Taskforce in promoting healthy teen relationships and call upon youth and adults to observe National Teen Dating Violence Awareness and Prevention Month with activities and conversations about respectful and non-violent relationships in their homes, schools and communities.

**NOW, THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioners Court does proclaim February 2017 as Teen Dating Violence Awareness and Young Hearts Matter Month in Hidalgo County.

**Approved this 6th day of February 2017.**

**RAMON GARCIA**
County Judge

**DAVID FUENTES**
County Commissioner, Pct. 1

**EDUARDO "EDDIE" CANTU**
County Commissioner, Pct. 2

**JOE M. FLORES**
County Commissioner, Pct. 3

**JOSEPH PALACIOS**
County Commissioner, Pct. 4

**Attest: ARTURO GUAJARDO, JR.**
County Clerk

**AI-58265** **District Attorney** **6. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Ramiro Sendejo, DISTRICT ATTORNEY

**Submitted By:** Ramiro Sendejo, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

## Information

**CAPTION**

Hidalgo County DA's Office- Border Prosecution Unit Grant (BPU) (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 purchase furniture. This will reallocate funds but will not increase or decrease the amount of the grant.
Approval to accept grant AI#56701 10/4/2016.

## Fiscal Impact

**FISCAL YEAR:** SEE BELOW **ACCT. #:** 7-1281-412-00-080-012-7-XXX

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

**BUDGETARY IMPACT:**

Funds available as of 1/27/2017

Grant Fiscal Year: 2017
County Calendar Year: 2017

## Attachments

CURRENT BUDGET
NEW BUDET

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:11 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Ramiro Sendejo | | Started On: 01/27/2017 04:07 PM |
| Final Approval Date: 02/02/2017 | | |

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Current Budget

**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 |
| Supplies and Direct Operating Expenses | Cellular, Fax, Pager, and/or Office Telephone | Three ShoreTel IP Phones (2 replacements, 1 new) IP480g, plus licenses and support. Not purchased 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 |
| | | | $5,000.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | 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 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<br>4,700.00 | 0 -300.00 |
| Supplies and Direct Operating Expenses | Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit) | Epson WorkForce WF-100 Mobile Printer to be used by Region 3 Counsel. | $250.00 | $0.00 | $0.00 | $0.00 | $250.00 | 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 | $111,654.34 | $0.00 | $0.00 | $0.00 | $111,654.34 | 100 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | 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. | | | | | | |
| 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

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New Budget

**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:**

375,000

| 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 | Three ShoreTel IP Phones (2 replacements, 1 new) IP480g, plus licenses and support. Not purchased 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 |
| | | | $5,000.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | 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 and/or joint training with state and local law enforcement agencies. | | | | | | |
| Supplies and Direct Operating Expenses | Office Equipment and/or Furniture ($5,000 or less per unit) | One Bookshelf | $300.00 | $0.00 | $0.00 | $0.00 | $300.00 | 0 |
| Supplies and Direct Operating Expenses | Office Supplies (e.g., paper, postage, calculator) | Office supplies - paper, pens, pads, folders, paper clips, post-its, etc... | $4,700.00 | $0.00 | $0.00 | $0.00 | $4,700.00 | 0 |
| Supplies and Direct Operating Expenses | Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit) | Epson WorkForce WF-100 Mobile Printer to be used by Region 3 Counsel. | $250.00 | $0.00 | $0.00 | $0.00 | $250.00 | 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 | $111,654.34 | $0.00 | $0.00 | $0.00 | $111,654.34 | 100 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | 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. | | | | | | |
| 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-58326** **District Attorney** **6. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Ramiro Sendejo, DISTRICT ATTORNEY

**Submitted By:** Ramiro Sendejo, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

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**Information**

**CAPTION**

DA's Office - Hidalgo County Domestic Violence Specialty Prosecutor Grant (1281):
1. Requesting approval to apply for the FY2017 Hidalgo County Domestic Violence Specialty Prosecutor Grant

2. Requesting approval of resolution to designate County Judge as the grantee's authorized official and to sign documents

**BACKGROUND**

This grant is currently funding the salaries and fringe benefits for 1 prosecutor, 1 advocate and 1 administrative assistant positions.

Approval to submit application #2931303

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1281-412-00-080-018-7-XXX

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

**BUDGETARY IMPACT:**

Match Requirement: Grantees must provide matching funds of at least thirty-five percent (35%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both. Please note: projects that are awarded with match above the required amount will be held to the higher amount.

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**Attachments**

CJD FUNDING ANNOUNCEMENT
E-MAIL ANNOUNCEMENT
RESOLUTION
CJD APPLICATION

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 08:56 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Ramiro Sendejo | | Started On: 02/01/2017 02:28 PM |
| Final Approval Date: 02/02/2017 | | |




Office of the Governor

# Criminal Justice Division

## Funding Announcement:

## ***Violence Against Women Justice and Training Program***

December 19, 2016

# Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

## Purpose

The purpose of this funding is to solicit applications for projects that promote a coordinated, multidisciplinary approach to improving the criminal justice systems response to violent crimes against women, including domestic violence, commercial sex trafficking, sexual assault, dating violence, and stalking.

## Funds Available

It is anticipated that up to $9 million may be funded under this announcement.

**Related Opportunity for Victims Services Projects:** Direct victims services are eligible under this funding announcement, which offers up to $9 million for all categories of funding, and the *General Victim Assistance – Direct Services* funding announcement, which offers up to $120 million with the vast majority dedicated to direct victim services. Applicants may not submit the same or substantially similar applications under both programs.

## Budget

The minimum allowed under this program is $5,000 and there is no limit on the amount of funding an agency can request. Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period.

## Match

Grantees must provide matching funds equal to 35% of the total costs for justice activities in the project. The match requirement can be met through cash or in-kind contributions. Indian tribal governments are not required to provide a match.

## Project Periods

A project funded may not exceed a 12-month period.

## Organizational Eligibility

Applications may be submitted by community supervision and corrections departments, councils of governments (COGs), Indian tribal governments, nonprofit corporations, universities and colleges, state agencies, and units of local government.

**Note:** Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

## Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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# Violence Against Women Justice and Training Program

## Purpose

The goal of the Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. CJD is accepting applications for projects that promote a coordinated, multidisciplinary approach to improving the criminal justice systems response to violent crimes against women, including domestic violence, commercial sex trafficking, sexual assault, dating violence, and stalking.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

**Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.

**Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.

**Step Three - Apply in eGrants:** Compile and submit your grant application. To understand how to apply online or to register for the system go to https://eGrants.gov.texas.gov.

**Step Four – Funding Decisions and Grant Acceptance:** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

## What's New

This year's grant application has several substantial differences from previous years. The changes are summarized below, but applicants should carefully review the relevant sections of this funding announcement and the eGrants application to ensure that CJD does not deem the application incomplete or ineligible for funding.

### Changes in Eligible Activities

- **Indirect Costs:** Some applicants may be eligible to include indirect costs. See the *Guide to Grants* and *Grantee Conditions and Responsibilities* for further guidance and restrictions.

### Changes in the Application

- **Narrative tab – Program-Specific Questions:** There are several new questions and certifications in this section, including changed requirements regarding immigration and customs enforcement requests (only applicable to certain county or municipal governments).

See the section "*Narrative tab – Program-Specific Questions*" under Step 3 of this funding announcement for more information.

- **Narrative tab – Project Narrative:** The instructions for some sections of the Project Narrative on the eGrants application have changed. Applicants must read the "*Project Narrative*" section of this funding announcement to find them – they are not repeated in eGrants.
- **Activities tab – CJD Purpose Areas (new):** Applicants must assign a percentage of their project to certain purpose areas that correspond to their ultimate goal. See "*Activities Tab – CJD Purpose Areas*" under Step 3 of this funding announcement.
- **Activities tab - OOG-Defined Project Activity Area and Measures tab - OOG-Defined Output Performance Measures:** CJD has overhauled the classification of project activities and the associated measures. See "*Activities Tab – OOG-Defined Project Activity Areas"* and *"Measures Tab – OOG-Defined Output Performance Measures"* under Step 3 of this funding announcement for the available activity areas and measures.
- **Activities tab - Fund Source Information and Requirements:** This section has changed. It includes several new questions about project types and activities. It also includes questions for all CJD grant programs, including some that may not apply to this funding announcement. See "*Activities Tab – Fund Source Information and Requirements*" and "*Appendix D: Fund Source Information and Requirements"* for the full list of questions and instructions specific to this funding announcement.
- **New Direct Deposit procedures:** Applicants will now be required to upload direct deposit forms at the time of application. See "*Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures*" under Step 3 for more information.

# Step 1: Review the Process

## Timeline

| Action | Date |
|---|---|
| **Funding Announcement Release** | 12/19/2016 |
| **Online System Opening Date** | 12/19/2016 |
| **Final Date to Submit an Application** | 02/20/2017 at 5:00PM CST |
| **Earliest Start Date** | 9/01/2017 |
| **Latest Start Date** | 11/01/2017 |

## Submission Method

Applicants must submit and certify applications through via eGrants (https://eGrants.gov.texas.gov) by the deadline listed above.

# Step 2: Consider the Requirements

## Organizational Eligibility

Applications may be submitted by community supervision and corrections departments, councils of governments (COGs), Indian tribal governments, nonprofit corporations, universities and colleges, state agencies, and units of local government.

**Note:** Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

## Funding and Project Period Limits

**Funding Limits:** The minimum award under this program is $5,000 and there is no limit on the amount of funding an applicant can request. Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period.

**Multiple Application Submissions:** Applicants are strongly encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

**Project Period:** A funded project may not exceed a 12-month grant period.

**Available Funding.** It is anticipated that up to $9 million may be funded under this announcement. The number of awards will depend upon the number of eligible applicants and the availability of funding.

**Source of Funding.** Federal funding is authorized for these projects under the Violence Against Women Act of 2013, Pub. L. No. 113-4 (VAWA 2013). Congress has not finalized federal appropriations for federal fiscal year 2016. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

**Related Opportunity for Victims Services Projects:** Direct victims services are eligible under this RFA, which offers up to $8 million for all categories of funding, and the *General Victim Assistance – Direct Services* funding announcement, which offers up to $120 million with the vast majority dedicated to direct victim services. Applicants may not submit the same or substantially similar applications under both programs.

## Match Requirement

Grantees must provide matching funds equal to 35% of the total costs for justice activities in the project. The match requirement can be met through cash or in-kind contributions. Indian tribal governments are not required to provide a match.

# Eligible Funding Areas

## Eligible Activities

Activities for projects funded under this funding announcement are restricted to:

1) Court services/improvements (including specialized courts but not Specialty Courts authorized under Ch. 121 of the Texas Government Code);
2) Crisis services;
3) Investigation;
4) Legal advocacy;
5) Multi-disciplinary teams and case coordination;
6) Prosecution;
7) Protective order assistance;
8) Training;
9) Victim-offender meetings;
10) Technology;
11) Domestic violence high risk teams; and
12) Forensic interviews.

## Eligible Expenses

Expenses for projects funded under this funding announcement are restricted to:

1) Personnel;
2) Equipment;
3) Supplies and direct operating costs;
4) Indirect costs (see the *Guide to Grants* and Grantee Conditions and Responsibilities for further guidance and restrictions); and
5) Travel and training costs.

# Ineligible Expenses and Activities

Grant funds may not be used to support the unallowable services, activities, and costs listed in the Guide to Grants (available at https://egrants.gov.texas.gov/FileDirectory/Guide_to_Grants_v8.pdf) and:

1) Construction, renovation, or remodeling;
2) Medical services;
3) Transportation, lodging, per diem or any related costs for third-party participants to attend a training, when grant funds are used to develop and conduct training;

4) Processing DNA evidence;
5) Research and studies, except for project evaluations under 28 CFR § 94.121(j);
6) Services to incarcerated individuals;
7) Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
8) Activities that may compromise victim safety;
9) Job and/or life skills training;
10) In-patient alcohol and drug abuse treatment;
11) Victim-offender meetings that serve to replace criminal justice proceedings;
12) Leasing or purchasing vehicles;
13) Cash payments to victims, gift cards, or fuel vouchers;
14) Overtime;
15) Legal defense services for perpetrators of violence against women;
16) Criminal defense work, including for women who assault, kill, or otherwise injure their abusers;
17) Services to any person incarcerated for committing a crime of domestic violence, dating violence, sexual assault, or stalking;
18) Liability insurance on buildings;
19) Major maintenance on buildings, including minor renovations, lawn care, landscaping, painting, plumbing and HVAC repair;
20) Reimbursement to crime victims for expenses incurred as a result of a crime, such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills;
21) Services for programs that primarily focus on children and/or men;
22) Legal assistance and representation in civil matters other than protective orders;
23) Activities exclusively related to violence prevention, such as media campaigns to educate the general public about violence against women, public awareness and community education campaigns are also prohibited;
24) Prosecution of child sexual abuse when the victim is now an adult;
25) Chemical dependency or alcohol abuse programs for offenders that are not an integral part of court mandated Batterers Intervention Prevention Program;

26) Relocation expenses for victims of domestic violence, sexual assault, or stalking such as moving household goods to a new location in another state or acquiring furniture or housing in a new location;

27) Activities that may compromise victim safety such as: pre-trial diversion programs or the placement of offenders in these programs;

28) Development or presentation of a domestic violence, sexual assault, dating violence or stalking curriculum for primary or secondary schools (educating students from an existing curriculum would also be prohibited);

29) Employee allowances covering routine expenses (i.e. cell phone allowances or vehicle allowances);

30) Prosecution or investigative activities (other than forensic interviews not solely for the purposes of criminal prosecution and investigation); and

31) Any other prohibition imposed by federal, state or local law or regulation.

# Program-Specific Requirements

## Reporting Requirements

**Financial and Progress Reports:** At the end of each quarter of the state fiscal year during the grant period, grantees will be required to submit a financial status report via eGrants in the format specified by CJD. Grantees will also be required to file semi-annual progress reports via https://cjd.tamu.edu/ in the format required by CJD.

## Cultural Competency

Applicants must be culturally competent when providing services to victims. Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

## Program Income

Applicant must agree to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant must also agree to report program income to CJD through a formal grant adjustment, to secure CJD approval prior to use of the program income, to use program income only for allowable costs, and to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds. For the purposes of this program, the deduction method applies unless prior approval is given by CJD for a different method. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### Regional Council Requirements

Applicants must contact the criminal justice planner at their regional Council of Governments for additional local requirements that may apply, potentially including required workshops and prioritization meetings. To find contact information for your local COG, visit the Texas Association of Regional Councils website at http://txregionalcouncil.org/.

### Victim Services Assessment Survey

All recipients of funding under this announcement may be required to participate in a victim services assessment during their grant period, as directed by CJD.

## Standard CJD Requirements

**CJD Regulations:** Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding. For more information on these statutes, requirements, and guidelines, consult the *Guide to Grants* and the *Grantee Conditions and Responsibilities*.

**Uniform Crime Reports:** Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full 12 months of accurate data to DPS for the most recent calendar year.

**Criminal History Reporting:** The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

**Immigration and Customs Enforcement Requests:** An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operates a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

# Step 3: Apply via eGrants

## Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

1) Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do);
2) Applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period; and

3) Applicants must have or register for an account in http://eGrants.gov.texas.gov.

## Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures

New Direct Deposit procedures: Applicants must upload the required Direct Deposit forms, New Payee Identification Form, and W9 Form for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at https://egrants.gov.texas.gov/updates.aspx under the Financial Management Tools section or by clicking on the hyperlinks above.

## Narrative Tab – Program-Specific Questions

The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions in Section 1, Project-Specific Questions under the Narrative tab. Following are some key aspects:

**Cultural Competency:** Applicants must describe how their organization is culturally competent when providing services to victims. (See "*Program-Specific Requirements*" under Step 2 above.)

**Culturally Specific and Underserved Population:** The following are relevant definitions needed to answer this question.

- *Underserved populations* means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- *Culturally specific* means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u–6(g)).
- *Racial and ethnic minority group* means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- *Hispanic* means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Applicants must indicate whether or not there is a primary focus on serving a culturally specific population. (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population to justify a YES response.)

If an applicant does indicate a primary focus on serving a culturally specific population, the applicant must explain how the applicant's program is specifically designed to focus on and meet the needs of culturally specific populations.

**Victim Referral Process:** Applicants must describe the referral process for their agency including eligibility criteria as well as intake policies and processes.

**Relevance to Priorities:** Applicants must provide a brief explanation if the proposed project has relevance to any or all of the following priorities.

- Improving the criminal justice system response.
- Improving court services regarding domestic violence, sexual assault, dating violence, and stalking.
- Strengthening victim restoration.
- Increasing collaboration and communications across all levels of government and among all victim services.

**Sustainment:** Applicants must be able to provide the number of years that are planned to request for continuation funding, a longer term sustainment plan or why a plan is not possible.

**Rural Victims Services:** Applicants must indicate whether or not the program is located in and provides direct services to victims in a rural area or county, and list the counties or areas of service and their populations to demonstrate how the definition of "rural area" or "rural county" is met.

**Vehicles**

*Vehicle purchases are not eligible under the Violence Against Women Justice and Training Program. Applicants under this funding announcement should enter "N/A" for this question.*

**Evaluation Projects**

*Evaluation projects are not eligible under the Violence Against Women Justice and Training Program. Applicants under this funding announcement should answer "No" to questions asking if there is an evaluation component to the project, and enter "N/A" for the description.*

## Narrative Tab – Required Certifications

There are a variety of certifications on the eGrants application that applicants are required to make when submitting their application. Applicants should carefully review these certifications, which are also found in "*Appendix A: Required Certifications*".

## Activities Tab – CJD Purpose Areas

In this new section of the Activities tab, applicants must assign percentages (adding up to 100%) of their project's purpose areas to the available categories. Purpose areas should be considered in terms of the ultimate goal of the project, rather than how the project will accomplish its goals.

**Allowable Purpose Areas:** The purpose areas displayed on the Activities tab in eGrants are for all CJD grant programs, but only some purpose areas are eligible under this funding announcement. See "*Appendix C: CJD Purpose Areas"* for a list of eligible purpose areas.

## Narrative Tab – Project Narrative

Within eGrants, applicants will complete several narrative fields. Each funding announcement has different instructions for the nine Project Narrative boxes. These prompts are not contained on eGrants, so applicants must review the instructions contained in this funding announcement's "Appendix B: Project Narrative". Failure to provide the information requested in this funding announcement may result in an application being deemed ineligible for funding.

## Activities Tab – Fund Source Information and Requirements

This section has been overhauled with substantial changes and contains questions that allow CJD to better understand the nature of the project's activities. See "*Appendix D: Fund Source Information and Requirements"* for specific information applicants must enter there.

## Activities Tab – OOG-Defined Project Activity Area

Applicants must assign percentages of their project's activities – based on the portion of project budget – that correspond to the eligible activity categories, and provide a brief description. Activity descriptions should reflect the information entered under the "Project Approach & Activities" section of the Project Narrative on the Narrative tab. Percentages must add up to 100.

**Allowable Project Activity Areas:** The project activity areas displayed on the Activities tab in eGrants are for all CJD grant programs, but only some project activity areas are eligible under this funding announcement. Applicants should carefully consult this funding announcement's "*Appendix E: OOG-Defined Project Activity Area and OOG-Defined Output Performance Measure Information*" for a list of eligible project activity areas.

## Measures Tab – OOG-Defined Output Performance Measure Information

Selecting an activity on the Activities tab will cause all the CJD measurements linked to that activity to display on the Measures tab. Applicants should estimate quantities for each measure that applies to their project, or enter a "0" if a measure is not applicable. Measures should be estimates only of activities that occur during the project period.

**Allowable Output Performance Measures:** The OOG-defined output performance measures displayed on the Measures tab in eGrants are for all CJD grant programs, but only some measures are eligible under this funding announcement. Applicants should carefully consult this funding announcement's "*Appendix E: OOG-Defined Project Activity Area and OOG-Defined Output Performance Measure Information*" for a list of eligible measures.

## Measures Tab – Custom Performance Measures

This section is still active and grantees are encouraged to add any measures that would help CJD better understand the project's activities and performance.

## Submit.Application and Certify.Application Tabs

After completing the application, submit the application by selecting the "Submit Initial Application" button on the bottom of the Submit.Application tab (if your application is missing information, a list of errors will appear on the Submit.Application tab.

After the initial submission, the project officials will receive an email notification. The Authorized Official must then log-in to the application and certify the application by selecting the "Certify Official Application" button at the bottom of the Certify.Application tab (only visible once the application has been initially submitted).

Applications are not complete until the Authorized Official has CERTIFIED the application, and they must do so BEFORE the application deadline.

For support documents and "how-to" videos and other resources, including the Guide to Creating an Application, see the eGrants support page at https://egrants.gov.texas.gov/updates.aspx.

# Step 4: Funding Decisions and Grant Acceptance

## Selection Criteria

**Application Screening:** CJD will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will move forward to the merit review phase.

**Merit Review – Local Projects:** Projects with a local impact will be reviewed by a panel appointed by the local Council of Governments using their own criteria. The merit review panels will assess the applications for quality and rank by priority, and then report their findings to the CJD executive director.

**Merit Review – Statewide Projects:** Projects with a statewide impact will be reviewed by a panel appointed by the CJD executive director in an effort to prioritize funding. The merit review panel will assess and score each application on a 100-point scale, and then report its findings to the executive director. Scores will be based on the following criteria:

- **Problem (20 points):** The extent to which the applicant demonstrates: (1) that the problem stated warrants action; (2) that the applicant has a thorough understanding of it; and (3) how it relates to CJD's program priorities as stated in this funding announcement. For this category, merit reviewers will consider the Project Narrative's Problem Statement, Target Group, and Supporting Data sections, as well as information from the Activities and Measures tabs and the program-specific question on the Narrative tab. CJD may also make external data available to the panel to inform their assessment, where relevant.
- **Project Strategy (35 points):** The extent to which the applicant demonstrates: (1) that the project approach clearly addresses the problem stated; (2) that the strategy will be effective at delivering the proposed outcomes; and (3) that the proposed approach is based on logical practices, as well as on established evidence, research, science, or best or promising practices. For this category, the merit reviewers will consider the Project Narrative's Project

Approach and Activities, Evidence-Based Practices, and Supporting Data sections, as well as information from the Activities and Measures tabs and the program-specific questions on the Narrative tab.

- **Performance Management (15 points):** The extent to which the applicant demonstrates: (1) that the organization is capable of accurately assessing needs; (2) is able to manage and execute strategies and plans; (3) has the skills and capacity to measure, analyze, and respond to performance data; and (4) has a plan or method to monitor results and performance and use this information to inform changes to the project approach. For this category, the merit reviewers will consider the Project Narrative's Performance Management and Data Management sections.
- **Capacity and Capabilities (30 points):** The extent to which the applicant demonstrates: (1) that the organization has a track record of success; (2) that it has the staff capabilities and capacity needed to deliver strong results; and (3) that it has the administrative and financial capability to manage the grant and the project well. For this category, the merit reviewers will consider the Project Narrative's Capacity and Capabilities section.
- **Cost Effectiveness (additional criteria using a 1-5 scale):** While not part of the 100-point merit review scale, the merit reviewers will provide a separate score for cost effectiveness. This score is based on the extent to which the budget seems reasonable to carry out the project as proposed, including the established measures and goals (as outlined in the Performance Management section of the Project Narrative). For this category, the merit review panel will consider the project budget, the full project narrative, and information from the Activities and Measures tabs.

**Final Decisions – All Projects:** The executive director will consider merit review rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Rule 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

## Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice, a preliminary decision notification, or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available.

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirements apply.

## Accept the Award

Applicants that receive funding through the final award process will need to follow the instructions found within the award to accept the grant officially.

# Appendices

## Appendix A: Required Certifications

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

**A. Forensic Medical Examination Payments:** Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

**B. Confidentiality and Privacy:** Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

**C. Civil Rights Liaison:** A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

**D. Activities that Compromise Victim Safety and Recovery:** Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

**E. Legal Assistance for Victims (LAV) Certification:** The applicant certifies that it meets the following federal statutory requirements in regards to the provision of legal advocacy:

1) Any person providing legal assistance through a program funded under this VAWA Program:

    a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or

b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (a) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.

2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.

3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.

4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

**F. Polygraph Testing Prohibition:** A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. Additionally, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

**G. Protection Orders:** Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

**H. Offender firearm prohibition:** Per 18 USC § 992(g), offenders convicted of a felony or misdemeanor level crime of domestic violence and anyone subject to a domestic violence protective order is prohibited from possessing a firearm.

**I. Criminal Charges: I**n connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

**J. Uniform Crime Reports:** Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the previous year.

**K. Criminal History Reporting:** The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

**L. Immigration and Customs Enforcement Requests:** The full text of this certification is found at http://gov.texas.gov/cjd/dhs_detainerrequest. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement. All applicants must select one of the following options:

- Applicant is not a county or municipal government.
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found at http://gov.texas.gov/cjd/dhs_detainerrequest. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

**M. Immigration Legal Services:** CJD prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. CJD will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

**N. Services to Victims of Crime:** Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security. If the application is for a project that serves victims of sexual assault, applicant agrees to provide services to victims of sexual assault which includes providing core services, direct intervention, and related assistance to victims of sexual assault to assist with their recovery from the physical and psychological trauma of rape and sexual assault.

**O. Volunteers:** If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless CJD determines that a compelling reason exists to waive this requirement.

**P. Crime Victims' Compensation:** Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

**Q. Community Efforts:** Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims.

Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

**R. Records:** Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

**S. Civil Rights Information:** Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

**T. Victims of Federal Crime:** Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

**U. No Charge:** Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

**V. Discrimination:** Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

**W. Effective Services:** Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources. (See “Capacity & Capabilities” instructions in the Funding Announcement.)

**Overall certification:** The grantee shall certify that they have read, understand and will abide by all program requirements and guidelines outlined in the funding announcement, eGrants, the Guide to Grants, the Grantee Conditions and Responsibilities (available at https://egrants.gov.texas.gov/FileDirectory/SOGA_ResponsibilitiesMemo_2016-08-25.pdf ), and all other applicable documents.

# Appendix B: Project Narrative

Within eGrants, applicants will complete several narrative fields. Each funding announcement has different instructions for the nine Project Narrative boxes. These instructions are not contained on eGrants, so applicants must review the instructions below. Failure to provide the information requested may result in an application being deemed ineligible for funding.

**Project Abstract.** Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

**Problem Statement:** Provide a description of the nature and scope of the problem in your service area that this proposed project will address. This must be a statement of the core, underlying problem. A lack of resources is not, in and of itself, a problem. Applicant should use the "Performance Management" section below to demonstrate how the Project Approach & Activities will address this problem. Applicants should use the "Supporting Data" to provide the numbers that back up the description of the problem in this section.

**Supporting Data:** Provide supporting data, including baseline statistics and the sources of your data, to provide evidence that the problem exists, its size and scope, and its effects on the target population. Do not use statewide data for a local problem or national data for a statewide problem. Data on particular characteristics of the target population should be entered below under "Target Group."

**Project Approach & Activities:** Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. Provide a rationale for choosing this particular model. Any therapy or licensed counseling provided should include a description of the modality/framework used. A reader should also be able to understand how the approach and activities tie to solving the stated problem. Applicants should use the "Evidence-Based Practices" section below to cite the specific research, evidence, or established best/promising practices that provide the basis for the approach and activities described in this section.

**Capacity & Capabilities:** Describe the applicant organization's background as well as organizational and staff capabilities and qualifications to carry out this specific project using the approaches and activities provided above. Provide a brief summary of any collaborative partnerships created for the purpose of the proposed project. If the applicant indicates on the Activities tab that licensed or certified personnel will perform work, list each license or certification and upload a list of each person and their relevant corresponding license or certification. Empty positions requiring a license or certification should be noted.

**Performance Management:** Provide an understanding of how the applicant organization will measure success for this project. What are the project's goals and objectives and what are the project's performance measures, both output and outcome? How do these goals, objectives, and measures tie to the problem that the project seeks to solve? What is the current baseline information for these measures as well as the goals for the project period?

Goals are broad statements that indicate the general intentions of the project to achieve some outcome. They do need to be measurable in and of themselves and may be abstract in nature.

Objectives are clear, tangible, and specific statements of what the project is trying to achieve. Objectives should be expressed in the following form: To [reduce/increase/enhance/etc.] [something], by [x amount], by [dd/mm/yy date]. A project can have multiple objectives.

Measures use data to provide verifiable, numeric information that tie to one or more objectives and indicate progress toward its achievement. Measures might include volume, time savings, cost savings, resource savings, success rates, conformance rates, timeliness, perception shifts, or other factors. (The most relevant and impactful project-specific measures must be included under the Measures tab in eGrants.)

**Data Management:** Provide an understanding of how the applicant organization plans to collect, track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above. Describe any methods, mechanisms, or tools used to generate measures. Applicants should give confidence that the data they collect will be accurate, maintained, and analyzed in a manner that enables them to adapt to changing assessments of the problem or project performance, and to evaluate and document the effectiveness of the project.

**Target Group:** Describe the population that this project plans to provide or support direct services to. Include the size and basic demographics for the people served, as well as the challenges they face, and any other information relevant to the project. Be specific and use supporting data. Applicants should demonstrate there that they understand their target group well enough to effectively carry out the project.

**Evidence-Based Practices:** Justify the selection of the methods, approach, and activities described above. Applicants should preferably be able to cite the research, evidence, or published best/promising-practices model used as the basis for the project's design. In case of an equipment or technology grant, what evidence or best/promising-practices model is there to support the purchase? Wherever possible, provide at least one citation or link. If the project approach and activities described above are not based on existing evidence, the applicant must describe why they believe the method to be promising. Failure to adequately provide justification for the project design may result in the project not being funded in favor of other projects based on evidence, established best/promising practices, or adequately explained.

# Appendix C: CJD Purpose Areas

In this new section of the Activities tab, applicants must assign percentages (totaling 100%) of their project's purpose areas to the available categories, based on an estimate of the funds dedicated to each area. Purpose areas should be considered in terms of the ultimate goal of the project, rather than how the project will accomplish its goals.

**Not All Purpose Areas Displayed on eGrants Are Allowable.** The CJD Purpose Areas section displays activities available under other CJD grant programs, but not all of them are allowable under this program. Applicants should carefully consult the list below to see which activities and OOG-defined measures are allowable under this funding announcement.

**Example:** A project to fund personnel, equipment, and supplies at a sexual assault crisis shelter, which conducts forensic interviews as part of its services. The applicant estimates performing forensic interviews comprises about 8% of their total project budget and that the purpose of the interviews is roughly evenly split between assessing the victim's needs and providing information to investigators to prosecute offenders. Another 5% of the project budget is spent on cameras and other equipment to secure the shelter. This project would have 87% of its purpose area assigned to "Victim Services", 4% to "Prosecution and Investigation", and 5% to "Safety and Security: Victim Services Facilities."

## Allowable Purpose Areas Under This Funding Announcement

| Purpose Area | Description |
|---|---|
| **Adult Criminal Behavior: Prevention** | To prevent crime BEFORE it occurs |
| **Adult Criminal Behavior: Intervention** | To intervene with adults who have committed criminal offenses (through specialty courts, probation projects, etc., for non-incarcerated individuals) |
| **Safety and Security: Jails or Prisons** | To increase safety and security for inmates and/or corrections personnel adult state or local jails or prisons |
| **Safety and Security: Victim's Services Facilities** | To increase safety and security at facilities serving victims |
| **Safety and Security: General** | To increase the safety and security of the general public (general law enforcement) |
| **Prosecution and Investigation** | To more effectively investigate and prosecute crimes |
| **Court System Improvements** | To increase the effectiveness and/or efficiency of courts (non-prosecution/investigation) |
| **Corrections and Re-Entry** | To reduce criminal recidivism among incarcerated or formerly incarcerated individuals |
| **Victim Services** | To provide services to victims of crime |

# Appendix D: Fund Source Information and Requirements

This is a section on the Activities tab of the eGrants application. Applicants should only enter information for items that apply to their project.

## Section 1: Program Enrollment and Completion

*Applicants under the Violence Against Women Justice and Training Program directly serves victims of crime or enrolls individuals in a program, they should use this section to estimate the number of individuals served/enrolled.*

- Number of individuals NEWLY enrolled in program during the project period
- Number of individuals successfully completing program during the project period
- Number of carry-over individuals enrolled in the program at the beginning of the project period

Choose one (most applicable to the project):

- Typical program/services hours OR
- Typical program/services days

## Section 2: Special Project Types and Information

*Applicants should only select options below that relate to a specific aspect of their project. If the project only circumstantially addresses a below category, do not select it.*

Applicants should select all special project types that apply to their project:

- Task forces: Project will support the operations and coordination activities of a task force. If yes, list the agencies or organizations that participate in the task force.
- Gang activity: Project involves a focus specifically on gang activity.
- Transnational and organized crime: Project involves a focus specifically on transnational and organized crime
- Border activities: Project involves a focus specifically related to the Texas-Mexico border.
- Human trafficking (select all that apply): 1) Project focuses on human trafficking; 2) Project focuses on trafficking of minors; 3) Project focuses on sex trafficking; 4) Project focuses on labor trafficking.

## Section 3: Juvenile Justice Projects:

*Applicants under the Violence Against Women Justice and Training Program should only select the below categories if they have projects serving juvenile offenders, not victims.*

Applicants should select all options that describe the project if it addresses juvenile crime.

- **Diversion.** Programs to divert youth from entering the juvenile justice system including restorative justice programs.

- **Mental Health Services.** Programs providing mental health services for youth in custody in need of such services including, but are not limited to assessment, development of individualized treatment plans, and discharge plans.
- **Aftercare/Reentry.** Community-based programs that prepare targeted youth to successfully return to their homes and communities after secure confinement. These programs focus on preparing youth offenders for release and providing a continuum of follow up post-placement services to promote successful reintegration into the community.
- **After-School Programs.** Programs that provide at-risk youth and youth in the juvenile justice systems with a range of age-appropriate activities, including tutoring, mentoring, and other educational and enrichment activities.
- **Alternatives to Detention.** These are community- and home-based alternatives to incarceration and institutionalization including for youth who need temporary placement such as crisis intervention, shelter and after-care and for youth who need residential placement such as a continuum of foster care or group home alternatives that provide access to a comprehensive array of services.
- **Community-Based Programs and Services.** These programs and services are those that work pre- and post-confinement with: a) parents and other family members to strengthen families to help keep youth in their homes; b) youth during confinement and their families to ensure safe return of youth home and to strengthen the families; and c) parents with limited English-speaking ability.
- **Delinquency Prevention.** Comprehensive juvenile justice and delinquency prevention programs that meet needs of youth through collaboration of the many local systems before which a youth may appear, including schools, courts, law enforcement agencies, child protection agencies, mental health agencies, welfare services, health care agencies and private nonprofit agencies offering youth services.
- **Girl-Focused Services.** Services to address the needs of female offenders in the juvenile justice system.
- **School Programs.** Education programs or supportive services to encourage youth to remain in school and to prevent truancy. School programs may include support for school resource officers, law-related education, and other programs focused on school safety.
- **Substance and Alcohol Abuse.** Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.
- **Disproportionate Minority Contact.** Programs, research, or other initiatives primarily to address situations where there are a disproportionate number of people from one or more minority groups coming into contact with the juvenile justice system.
- **Mentoring, Counseling and Training Programs.** Programs to develop and sustain a one-to-one supportive relationship between a responsible adult age 18 or older (mentor) and an at-

risk youth, youth who have offended or youth with a parent or legal guardian who is or was incarcerated (mentee) that takes place on a regular basis. These programs may support academic tutoring, vocational and technical training, and drug and violence prevention counseling.

- **Job Training.** Projects to enhance the employability of youth or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.
- **Aptitude Testing.** Job or life skills training programs that include aptitude testing to help young people understand their skills and abilities to plan a course towards continuing education (i.e. technical school, associate's degree program, or a bachelor's degree program).
- **Diversion in a Rural Setting.** Projects that focus on diversion of minors in rural settings. Diversion targeting at risk youth and providing early detection services. Efforts concentrated on young first time offenders and offer an alternative to traditional entry into the juvenile justice system.
- **Project does not have a focus on juvenile crime.**

## Section 4: Campus-Based Projects

*Applicants under the Violence Against Women Justice and Training Program should only fill out this section if they specifically target victims associated with particular educational campuses, not student-age populations in general. Programs that specifically target an entire school district may simply list the district name.*

If this project is based on – or serves – one or more specific educational campuses (K-12 or higher education), how many total students at all campuses will be served by the project and list each educational campus that will be served by this project.

## Section 5: Crime or Victim Type

*Applicants under the Violence Against Women Justice and Training Program should assign percentages to the victim category most directly related to the services they deliver and to the most specific category available. For example, if a project serves only victims of Child Sex Trafficking, an applicants should assign 100% to that category and not human trafficking.*

This question is for justice projects that target specific crimes and ALL victim services projects. Others may enter "0" for each option below. Applicants to serve victims of or prosecute/investigate/prevent exclusively child sex trafficking victims should assign 100% to that category.

Select the type(s) of crime or crime victim this project targets and provide the percentage of time dedicated to each. Applicants with projects that target multiple-offense offenders or multiple-victimization victims should assign percentages that best describe the activity. Percentages may not exceed 100%:

- Sexual Assault
- Domestic Abuse

- Child Abuse
- DUI / DWI Crashes
- Homicide
- Assault
- Adults Molested as Children
- Elder Abuse
- Robbery
- Stalking
- Dating/Acquaintance Violence
- Human Trafficking
- Child Sex Trafficking
- All Other Crimes

**Section 6: Child Sex Trafficking Questions**

*Applicants under the Violence Against Women Justice and Training Program should only fill out this section if their project specifically targets victims of child sex trafficking and offers services tailored to their needs. If an applicant's project does, it may be more appropriate for them to apply under the Building Capacity to Recover and Restore Survivors of Child Sex Trafficking funding announcement.*

This section is only for projects serving victims of child sex trafficking.

CJD acknowledges that grantees serving child sex trafficking victims may initially enroll, serve, or assess individuals who are eventually determined to be ineligible for services due to their age. For planning purposes, applicants must project the total number of victims expected to be served/enrolled that will be:

- Under the age of 18
- Ages 18 – 22
- Over the age of 22

As a component of your organization's victim services, do you offer direct medical care to victims? (yes/no)

Of the number of victims expected to be served/enrolled under Section 1, how many victims are projected to be served for:

- Under 6 months
- 6-12 months
- Over 12 months

Applicants must estimate figures related to screenings and assessments:

- Number of screenings for child sex trafficking victim status performed
- Number of individuals screened for child sex trafficking victim status
- Number of individuals screened with the result of “reason to believe” or “suspicions not confirmed”
- Number of individuals assessed for victim-related needs

Applicants with projects involving multi-disciplinary teams must estimate the:

- Number of expected regular team meetings
- Number of estimated emergency team meetings

Applicants providing wrap-around services must estimate the:

- Number of hours of wrap-around services provided to victims during regular business hours
- Number of hours of wrap-around services provided to victims outside of regular business hours

Applicants with projects supporting foster care must estimate the:

- Number of nights of respite provided to foster children
- Number of respite episodes facilitated for foster families

# Appendix E: OOG-Defined Project Activity Area and OOG-Defined Output Performance Measure Information

This section have substantial changes from last year, and are important for CJD's analysis of each application's merits and of the entire grant program. CJD understands that these figures are estimates, but applicants should be as accurate as possible. Applicants receiving awards will be asked to follow-up with actual measures during and after the grant project period.

**Activities:** Applicants must assign percentages of their project's activities – based on the portion of project budget – that correspond to the eligible activity categories, and provide a brief description. Activity descriptions should reflect the information entered under the "Project Approach & Activities" section of the Project Narrative on the Narrative tab. Percentages must add up to 100.

**OOG-Defined Measures:** Activating particular activities will also activate all of the CJD measurements assigned to that activity. Applicants should estimate quantities for each measure that applies to their project, or enter a "0" if a measure is not applicable. Measures should be estimates only of activities that occur during the project period.

**Allowable Activities and Measures:** The Activities tab displays activities available under other CJD grant programs, but not all of them are allowable under this program. The Measures tab will display all the measures linked to that activity, including those meant for other CJD programs and not allowable under this funding announcement. Applicants should carefully consult the list below to see which activities and OOG-defined measures are allowable under this funding announcement.

**"Required Total" Measures:** Some measures are marked as a "Required Total." These measures are for the volume of each activity that an applicant has selected on the Activities tab. For example, if an applicant selects the "Counseling or Substance Abuse" activity, that will activate the measure "REQUIRED TOTAL: Counseling or treatment for substance abuse: Individuals receiving" on the Measures tab. With rare exceptions, applicants should be able to supply estimates for these Required Total measures. If for some reason that is not possible, an applicant must explain why in the "Performance Measurement" section of the Project Narrative on the Narrative tab.

**Activities by Licensed or Credentialed Professionals:** Any applications with activities or measures indicating services performed by a licensed or credentialed professional should list each specific license or credential in the "Capacity & Capabilities" section of the Project Narrative on the Narrative tab.

**Activities using specific models or framework:** Any applications indicating specialized skills training, support, or treatment should specify the model or modality/framework type under the "Project Approach & Activities" section of the Project Narrative on the Narrative tab.

## Allowable Activities and Measures Under This Funding Announcement

| Activity | Definition | Measure |
|---|---|---|
| **Casework, Non-Licensed Counseling, Individual Advocacy, or Other Support** | Support not necessarily delivered by a licensed professional and not aimed at developing specific life, social, or emotional skills.<br><br>Enter any substance abuse-related activities under "Counseling or Treatment for Substance Abuse". | *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Individuals receiving |
| | | *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered by EMPLOYEES |
| | | *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered BY VOLUNTEERS |
| | | Casework/support/care needs assessment NOT performed by a licensed therapist: Individuals receiving |
| | | Casework, non-licensed counseling, advocacy, or other support: Individuals receiving AFTERCARE |
| | | Mentoring (general): Individuals receiving |
| | | Peer support (general): Individuals receiving |
| | | Crisis intervention: Individuals receiving |
| | | Case management or advocacy (general): Individuals receiving |
| | | Advocacy/ accompaniment / assistance for criminal justice system interactions: Victim individuals receiving |
| | | Advocacy/ accompaniment for medical care: Individuals receiving |
| | | Victims-offender meetings: Victims participating |
| | | Victims assisted with developing safety plans (non-residential) |
| | | Referrals to other agencies: Individuals referred |
| **Counseling, Therapy, or Other Care Performed by a Licensed Professional** | Counseling or therapy delivered by licensed professionals.<br><br>For professional substance abuse treatment, use the "Substance Abuse Treatment" activity. | *REQUIRED TOTAL: Counseling, therapy, or other care performed by a licensed professional: Individuals receiving |
| | | *REQUIRED TOTAL: Counseling, therapy, or other care performed by a licensed professional: Hours delivered |
| | | Licensed counseling/therapy: Individuals assessed |
| | | Licensed trauma-informed therapy: individuals receiving |
| | | Licensed treatment for mental health disorders: Individuals receiving |
| | | Licensed counseling/ therapy AFTERCARE: Individuals receiving |
| | | Sexual Assault Response Teams (SART) (MUST include a law enforcement representative, medical professional, and community-based advocate): Individuals receiving COORDINATED CARE |
| | | Multi-disciplinary care teams: Individuals receiving care |
| | | Sexual assault exams performed by a certified Sexual Assault Nurse Examiner (SANE): Individuals receiving |
| | | Sexual assault exams performed by someone other than a certified Sexual Assault Nurse Examiner (SANE): Individuals receiving |

| Activity | Definition | Measure |
|---|---|---|
| **Emergency Shelter, Housing, or Transportation** | Emergency shelter, transitional housing, foster care support, etc.<br><br>Note: For almost all CJD grants, this is a prohibited activity. Consult the eligible funding areas or expenses in the funding announcement. | *REQUIRED TOTAL: Emergency shelter, housing, or transportation: Individuals provided/referred-to/assisted |
| | | Emergency shelter: Adults referred |
| | | Emergency shelter: Children (under 18) referred |
| | | Transitional housing: Adults referred |
| | | Transitional housing: Children (under 18) referred |
| | | Housing: Adults referred |
| | | Housing: Children (under 18) referred |
| | | Foster care homes receiving assistance/ training |
| | | Victims transported to services, housing, or criminal justice activities |
| **General Law Enforcement or Public Safety** | Law enforcement and public safety activities. Examples: increased patrols, law enforcement officer overtime, or public trainings/ seminars/ outreach sessions, including those with a victim focus. Does not include equipment-specific activities (implementation, training), training, professional development, or activities covered by other categories. | Public outreach/information sessions: Total individuals attending |
| | | Public outreach/information sessions: Sessions held |
| **Legal Assistance** | Assistance - performed by lawyers or others - with civil legal issues. Does NOT include advocacy or accompaniment in criminal cases. | *REQUIRED TOTAL: Legal assistance: Individuals receiving |
| | | *REQUIRED TOTAL: Legal assistance: Hours delivered |
| | | Legal assistance in obtaining protective orders: Individuals receiving |
| | | Legal assistance with crime victim compensation applications: Individuals receiving |
| | | Legal assistance with restitution petitions or applications: Individuals receiving |

| Activity | Definition | Measure |
|---|---|---|
| **Targeted Prosecution or Investigation** | The investigation or prosecution of specific populations or crimes by a law enforcement agency or prosecutor's office.<br><br>See Licensed Counseling, Therapy, or Other Care for Sexual Assault Response Team activities. | *REQUIRED TOTAL: Targeted prosecution or investigation: Criminal cases investigated/ prosecuted by the unit/division benefiting from the grant |
| | | *REQUIRED TOTAL: Targeted prosecution or investigation: Criminal cases resulting in arrest (for LEAs) or conviction/ deferred adjudication (for prosecutors) resulting from project activities |
| | | *REQUIRED TOTAL: Targeted prosecution or investigation: Criminal cases investigated/ prosecuted by the unit/division benefiting from the grant in the LAST COMPLETE agency fiscal year |
| | | *REQUIRED TOTAL: Targeted prosecution or investigation: Criminal cases resulting in arrest (for LEAs) or conviction/deferred adjudication (for prosecutors) resulting from project activities in the LAST COMPLETE agency fiscal year |
| | | Forensic interviews performed by a law enforcement officer or prosecutor: Individuals interviewed |
| **Training, Professional Development, or Technical Assistance Received** | Training and professional development for professionals or volunteers in the criminal justice system (including victim services) within the applicant's organization. Or, technical assistance to help organizations execute programs more effectively and/or efficiently. Training or outreach the general public or targeted populations should be under the "Life, Social and Emotional Skills Development" activity. | *REQUIRED TOTAL: Training, professional development, or technical assistance: hours received |
| | | Training or professional development: Hours received |
| | | Training or professional development: Individuals received |
| | | Technical assistance: Hours received |

# About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where are always ready with answers, not burdensome restrictions or requirements.

CJD makes over $250 million in funding available to hundreds of organizations during state fiscal year 2017 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

# Notice of Funding Availability from CJD

1 message

**HLS** <hls@lrgvdc.org> Thu, Jan 5, 2017 at 2:49 PM

## Funding Availability

The Criminal Justice Division (CJD) of the Governor's Office is soliciting grant applications for the 2018 grant cycle.

## Due Dates

Applications **must** be certified by the applicant agency's Authorized Official no later than **5 PM CST** on the following date(s):

**Monday, January 16, 2017**

- Body Worn Camera Program
- National Incident-Based Reporting System

**Monday, February 20, 2017**

- Building Capacity to Recover and Restore Survivors of Child Sex Trafficking
- Crime Stoppers Program
- General Victim Assistance Direct Services Program (VOCA) Victim Assistance Program #2924302
- Justice Assistance Grant (JAG) Program
- Juvenile Justice - Local Projects
- Juvenile Justice - Statewide Projects
- Residential Substance Abuse Treatment (RSAT) Program
- Specialty Courts Program
- Specialty Courts Training and Technical Assistance Program
- Truancy Prevention and Intervention
- Violence Against Women Justice and Training Program (VAWA) Domestic Violence Specialty Prosecutor # 2931303

**Wednesday, August 30, 2017**

- County Essential Services Program

## Submission Process

There are three phases to development of an application:

**Create** - direct your Grant Writer to create and complete the initial application;

**Submit** - your Grant Writer will then submit the initial application to CJD online which notifies the Authorized Official by email;

**Certify** - once the application content - as submitted by the Grant Writer - has been approved by your organization, ask the individual assigned as the Authorized Official to certify to send the official application for funding consideration to CJD online in eGrants.

***IMPORTANT NOTE: An application must be certified by the Authorized Official before it is accepted by CJD for funding consideration. Applications not certified by the due date/time will not be considered for funding.***

## eGrants Help Desk

If you need further assistance or clarification on how to complete, submit, or certify an application, please email us at eGrants@gov.state.tx.us. Other services provided include new and existing account management; password resets; navigating within eGrants; and resolving website and other technical issues.

## Resources

Detailed funding information and a calendar listing available funding is located here - https://eGrants.gov.texas.gov/fundopp.aspx. Further guidance on how to apply online can be found here - https://eGrants.gov.texas.gov/updates.aspx.

Should you have any questions, please feel free to contact our office.

Respectfully,

**Dennis G. Moreno**

Lower Rio Grande Valley Development Council

Planner - Homeland Security & Criminal Justice

301 W. Railroad ST.

Weslaco, TX 78596

Tel: (956) 682-3481 Ext. 177

Fax: (956) 682-3295

www.lrgvdc.org

**COUNTY OF HIDALGO**

**Resolution in Support of**
**Domestic Violence Specialty Prosecutor Program Grant**

**WHEREAS,** The County of Hidalgo and the Hidalgo County District Attorney's Office finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Domestic Violence Specialty Prosecutor Grant be operated for the September 1, 2017 thru August 31, 2018; and

**WHEREAS,** The County of Hidalgo Commissioners Court agrees to provide applicable matching funds for the said project as required by the Texas Office of the Governor Criminal Justice Division grant application; and

**WHEREAS,** The County of Hidalgo Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, the County of Hidalgo Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS,** The County of Hidalgo Commissioners Court designates Ramon Garcia, Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the County of Hidalgo Commissioners Court approves submission of the grant application for the Hidalgo County Domestic Violence Specialty Prosecutor Grant to the Office of the Governor, Criminal Justice Division.

Approved the 6th of February, 2017

Grant Number: 2931303

RAMON GARCIA
County Judge

DAVID L. FUENTES
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Print This Page

**Agency Name:** Hidalgo County
**Grant/App:** 2931303 **Start Date:** 9/1/2017 **End Date:** 8/31/2018

**Project Title:** Hidalgo County Domestic Violence Specialty Prosecutor
**Status:** Application Pending Submission

## Profile Information

**Applicant Agency Name:** Hidalgo County
**Project Title:** Hidalgo County Domestic Violence Specialty Prosecutor
**Division or Unit to Administer the Project:** Hidalgo County DA's Office
**Address Line 1:** 100 N. Closner, RM 303
**Address Line 2:**
**City/State/Zip:** Edinburg Texas 78539-3563
**Start Date:** 9/1/2017
**End Date:** 8/31/2018

**Regional Council of Goverments(COG) within the Project's Impact Area:** Lower Rio Grande Valley Development Council
**Headquarter County:** Hidalgo
**Counties within Project's Impact Area:** Hidalgo

**Grant Officials:**
**Authorized Official**
**User Name:** Ramon Garcia
**Email:** ramon.garcia@co.hidalgo.tx.us
**Address 1:** 302 W. University
**Address 1:**
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2600 Other Phone:
**Fax:** 956-318-2699
**Title:** Mr.
**Salutation:** Judge
**Position:** Hidalgo County Judge

**Project Director**
**User Name:** Ricardo Rodriguez
**Email:** ricardo.rodriguez@da.co.hidalgo.tx.us
**Address 1:** Hidalgo County Courthouse
**Address 1:** 100 N. Closner, Room 303
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2300 Other Phone: 956-318-2310
**Fax:** 956-318-2078
**Title:** The Honorable
**Salutation:** Mr.
**Position:** Criminal District Attorney

**Financial Official**
**User Name:** Ray Eufracio
**Email:** ray.eufracio@auditor.co.hidalgo.tx.us
**Address 1:** 2808 S. Business Hwy 281
**Address 1:**
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2511 Other Phone: 956-318-2535
**Fax:** 956-318-2577
**Title:** Mr.
**Salutation:** Mr.
**Position:** County Auditor

**Grant Writer**
**User Name:** Rosie Martinez
**Email:** rosa.martinez@da.co.hidalgo.tx.us

**Address 1:** 100 E Cano
**Address 1:** Administrative Bldg 2nd Floor
**City:** Edinburg, Texas 78539
**Phone:** 956-292-7616 Other Phone: 956-569-0231
**Fax:**
**Title:** Ms.
**Salutation:** Ms.
**Position:** Victims Unit Director

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

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**Agency Name:** Hidalgo County
**Grant/App:** 2931303 **Start Date:** 9/1/2017 **End Date:** 8/31/2018

**Project Title:** Hidalgo County Domestic Violence Specialty Prosecutor
**Status:** Application Pending Submission

## Grant Vendor Information

**Organization Type:** County
**Organization Option:** applying to provide direct services to victims only
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007176041
**Data Universal Numbering System (DUNS):** 103110834

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

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**Agency Name:** Hidalgo County
**Grant/App:** 2931303 **Start Date:** 9/1/2017 **End Date:** 8/31/2018

**Project Title:** Hidalgo County Domestic Violence Specialty Prosecutor
**Status:** Application Pending Submission

## Narrative Information

### Introduction

This application covers grant applications for funds administered by CJD under the funding announcements for the General Victim Assistance – Direct Services Program (VOCA), Violence Against Women Justice and Training Program (VAWA), Building Capacity to Recover and Restore Survivors of Child Sex Trafficking (VOCA-CST), and Sexual Assault Services Program (SASP). See the relevant CJD funding announcement (linked above under "OOG Solicitation") for application instructions.

**WARNING:** This application has changed significantly since last year. It is essential to review the funding announcement (linked above) for instructions specific to each grant program. The funding announcements may require certain information – especially under the project narrative boxes – that your application may be considered incomplete without, resulting in the application being declared invalid and ineligible for funding.

Unless otherwise specifically instructed, DO NOT UPLOAD ATTACHMENTS with further information. Use the space provided here to address any aspects of the project you consider relevant.

### Section 1: Program-Specific Questions

**A. Culturally Competent Victim Restoration**

**Guidance**
Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

**B. Culturally Specific and Underserved Populations**

**Guidance**
Following are relevant definitions needed to answer this question.
- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a **YES** response in the section below.)
_ Yes
_ No

If you answered **'YES'** above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter **'N/A'**.

**C. Victim Referral Process**
Describe how victims are referred to your agency.

**D. Relevance to Priorities**
Provide a brief explanation regarding the proposed project's relevance to any or all of the following priorities. If none of these items apply enter **'N/A'**

Improving the criminal justice system response.
Improve court services regarding domestic violence, sexual assault, dating violence, and stalking.
Strengthen victim restoration.
Increase collaboration and communications across all levels of government and among all victims services.

**E. Sustainment**
How many additional years, beyond this request, do you plan to request continuation funding?
1) If you entered three (3) years or fewer, provide a brief explanation of your sustainment plan (if you entered more than three years or the project will not be sustained, enter **'N/A'**):
2) If you entered more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible (if you entered three years or fewer or the project will not be sustained, enter **'N/A'**):

**F. Rural Victim Services**
Does your project serve victims in rural areas or rural counties, as defined by the Texas Health and Safety Code*?

* Texas Health and Safety Code and Title 25, Health Services Section of the Texas Administrative Code, define "rural area" as (1) a county with a population of 50,000 or less; or (2) a relatively large, isolated, and sparsely populated area in a county with a population of more than 50,000.
_ Yes
_ No

If you answered **'YES'** above, list the counties or areas of service below and their populations to demonstrate how the definition of "rural area" is met. If you answered **'NO'** above, enter **'N/A'**.

**G. Vehicle Purchases**
VOCA applicants seeking grant funds for the purchase of a vehicle must describe below:
1) What are the current program transportation needs that will be addressed with vehicle purchases under this project;
2) What evidence exists to support the need for transportation funding that is specific to the program site;
3) What current transportation services exist at each specific program site and how will these current services be enhanced;
4) What transportation services will be provided; and
5) How the grantee will ensure the safe transportation of victims/survivors to and from the program site.

If this application does not seek funds for the purchase of a vehicle, enter **'N/A'**.

***NOTE:*** *Applications for vehicle funds are only accepted from those providing direct services to victims in rural areas. Further restrictions apply. See the "Rural Victim Services Vehicle" section of the VOCA funding announcement for more information.*

**H. Applicants Performing Sexual Assault Forensic Exams**
If an applicant is currently performing sexual assault forensic exams as any part of their current operations, provide the following information regarding the 12 months prior to submitting the application (enter "0" for all fields if the applicant does not currently perform sexual assault forensic exams).

Number of victims referred for an exam that did not complete one:
Number of report exams performed:
Number of non-report exams performed:

**I. Evaluation Projects**
This section regards any evaluation budget line item and/or selection of "Program Evaluation" as a project activity.

**Tier-One Evaluations**
Evaluations of programs that have been implemented and the evaluations will test the fidelity of the program based on proven models or best-practices. The evaluation also will review available program output and outcome information.

Does this application include a tier-one evaluation?
_ Yes
_ No

If you answered **'YES'** above, describe below the best practices/model to be used in a fidelity and performance evaluation, the goal(s) of the evaluation, and why it is needed. If you answered **'No'** above, enter **'N/A'**.

**Tier-Two Evaluations**
Evaluations directed at measuring the effectiveness of proposed new program models or significant changes in present program models. The goal of tier-two evaluations is both to measure the program's effectiveness and to produce data and evidence necessary for others to replicate the program models and to develop best practices that CJD can use in supporting similar efforts.

Does this application include a tier-two evaluation?
_ Yes
_ No

If you answered **'YES'** above, describe below why this new program model is needed and the goal(s) of the evaluation. If you answered **'No'** above, enter **'N/A'**.

_ If you answered **NO** to both questions above, check this box.

**J. Child Sex Trafficking Victim Project Type**
For applicants applying to serve victims of child sex trafficking, select the project type below (see Building Capacity to Recover and Restore Survivors of Child Sex Trafficking Funding Announcement for definitions and requirements).
_ Community-based drop-in program
_ Specialized foster care program
_ Advocacy program
_ Project serves victims of child sex trafficking, but application is under the General Victim Assistance – Direct Services Program Funding Announcement and is not one of the above three project types
_ Project does not serve victims of child sex trafficking

## Section 2: Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

**A. Forensic Medical Examination Payments**
Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

**B. Confidentiality and Privacy**
Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

**C. Civil Rights Liaison**
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.
Enter the Name of the Civil Rights Liaison:
Enter the Address for the Civil Rights Liaison:
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

**D. Activities that Compromise Victim Safety and Recovery**
Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

**E. Legal Assistance for Victims (LAV) Certification**
The applicant certifies that it meets the following federal statutory requirements in regards to the provision of legal advocacy:
(1) Any person providing legal assistance through a program funded under this VAWA Program
(a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or
(b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
(2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.
(3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.
(4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Does the applicant meet the criteria outlined above?
_ Yes
_ No

**F. Polygraph Testing Prohibition**
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

**G. Protection Orders**
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

**H. Offender Firearm Prohibition**
Per 18 USC § 992(g), offenders convicted of a felony or misdemeanor level crime of domestic violence and anyone subject to a domestic violence protective order is prohibited from possessing a firearm.

**I. Criminal Charges**
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

**J. Uniform Crime Reports**
Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the previous year.

**K. Criminal History Reporting**
The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

**K. Immigration and Customs Enforcement Requests**
The full text of this certification can be found here. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement.

All applicants must select one of the following options:
_ Applicant is not a county or municipal government
_ Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time
_ Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
_ Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found on the aforementioned CJD website. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

**M. Immigration Legal Services**
CJD prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. CJD will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

**N. Services to Victims of Crime**
Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security. If the application is for a project that serves victims of sexual assault, applicant agrees to provide services to victims of sexual assault which includes providing core services, direct intervention, and related assistance to victims of sexual assault in order to assist with their recovery from the physical and psychological trauma of rape and sexual assault.

**O. Volunteers**
If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless CJD determines that a compelling reason exists to waive this requirement.

**P. Crime Victims' Compensation**
Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

**Q. Community Efforts**
Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

**R. Records**
Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

**S. Civil Rights Information**
Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

**T. Victims of Federal Crime**
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

**U. No Charge**
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

**V. Discrimination**
Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

**W. Effective Services**
Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources. (See "Capacity & Capabilities" instructions in the Funding Announcement.)
**Overall Certification**
Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
_ **I certify to all of the application content & requirements.**

## Project Abstract :

The Hidalgo County Criminal District Attorney's Office has identified the following needs: training for law enforcement, evidence collection,

report writing, and more victim services to assist victims in the criminal justice process. We need to expand the Domestic Violence Unit and hire additional administrative staff to help the Specialty Prosecutor in the prosecution of domestic violence cases and assist victims in obtaining protective orders. The proposed project will achieve its stated goals and objectives by 1) improving the criminal court prosecutions and investigations of domestic violence 2) establishing a more uniform approach to handling the cases. The prosecutor will assess the program through input from police, victims, and other members of the team. The assigned specialty prosecutor will also determine how many of the domestic violence referrals lead to indictments by the Grand Jury for prosecution in Hidalgo County District Courts. It will serve all cities, municipalities and unincorporated areas in Hidalgo County, Texas. The services will target victims of domestic violence while focusing on keeping victims safe and holding perpetrators accountable. We will serve both genders, all ages and races will be served; to include Undocumented victims of crime.

### Problem Statement :

Research also indicates that domestic violence and sexual assault crimes are perhaps the most difficult cases to prosecute and require specially trained investigators, prosecutors and victim advocates. Special areas of concern for the DA's Office include: 1) child witnesses 2) recanting domestic violence victims 3) lack of physical evidence and 4) community general viewpoints about these type of crimes and 5) victimless prosecutions. Further complicating matters is the ever rising reliance on the Supreme Court case Crawford v. Washington, 124 S.Ct. 1354, (2004), where prosecutors are faced with even greater challenges when dealing with victimless prosecutions cases. These issues continue to make it difficult for both Hidalgo County law enforcement agencies and prosecutors to present these cases to juries. In the majority of domestic violence cases, the victim and the defendant share a common relationship which poses a serious barrier to successful prosecution. Victims often recant or refuse to testify about the crime because they are scared or are in a state of denial. Many jurors are less likely to believe or be sympathetic to a victim of domestic violence who recants or returns to the abuser. Domestic violence cases continue to be extremely difficult to successfully prosecute. Due to the difficulty in prosecution and the unique circumstances that exist in the lives of domestic violence victims, law enforcement investigators and prosecutors need to be specially trained in order to ensure the safety of both the victims and the community. This grant will help us reduce the time between arrest and disposition of the case and to maintain a reduced caseload. The reduced caseload of the prosecutor ensures that discovery, trial preparation, and pretrial issues are handled more efficiently than on a larger caseload. When appropriate, the prosecutor opposes defense requests for continuances. The prosecutor announces ready on designated trial dates, barring significant problems that may arise between filing and trial. Readiness status is increased because the prosecutor handles the case from the filing stage and therefore is better prepared. This ensures that reasonable efforts are made to reduce the time between arrest and disposition.

### Supporting Data :

According to the 2014 Texas D.P.S. Uniform Crime Report more than 5,531 cases of family violence and 576 Sexual Assaults were reported to local enforcement agencies in Hidalgo County. The Hidalgo County Sheriff's Office responded to 2,053 calls for family violence incidents, which equates to 37 percent of calls received in 2014. According to the National Crime Victims Coalition, every year 1.3 million women suffer family violence by their intimate partner. This is translated to 3,869 women a day; more shocking this equals to 3 women suffering a form of family violence every minute of the day! In addition, 3 women die every day due to acts of family violence. In addition, the FBI Uniform Crime Report of 2014, reported a total of 340 Forcible Rapes, 1,549 incidents of aggravated assaults, and 24 homicides in Hidalgo County. According to the Texas Council of Family Violence, 132 women were killed in 2014 by intimate partner violence in Texas . In 2014, perpetrators used a firearm in 67% of the femicides, which is a 16% increase over the national average in 2008. Hidalgo County had 3 intimate partner homicides in 2014. Maria Cruz Coronado age 43, Daniela Ramos age 27, and Elvita Balli age 56 were murdered by their spouse in Hidalgo County. As a result of this 3 homicides, 7 children were left to deal with the aftermath of the murder, the effects of domestic violence on children and a lifetime of grief.

### Project Approach & Activities:

This project will address the following priorities in the LRGVDC Regional Strategic Plan: domestic violence, dating violence, child abuse, sexual assault, and stalking. It will also address counseling and support for victims and secondary victims. The Domestic Violence Specialty Prosecutor will review, investigate, and prosecute cases of family violence, stalking, dating violence, and sexual assault. The Victim Advocate will provide victim assistance to assist victims through the judicial process. The victim advocate will also refer victims to community based services. They will help victims obtain protective orders. The Victim Advocate will provide additional services including crisis counseling, case management, resources and referrals, education about the criminal justice system, emergency assistance for transportation, food, and housing through the victim's emergency fund, and access to emergency relocation. Translation services will be available for non-English speaking victims. The specialty prosecutor and victim advocate will interact with other community based organizations, the local Domestic Violence Shelter, and the Hidalgo County Family Violence Task Force to coordinate community responses to violence against women and children, and work directly with victims throughout the criminal justice process to help ensure victims rights are afforded and victims voice is heard in proceedings.

### Capacity & Capabilities:

The Hidalgo County Criminal District Attorney Office represents the state of Texas government in the prosecution of criminal offenses in the County of Hidalgo. The grant is administered by the D.A.'s Office and all required reports and justification for the grant are provided on a yearly basis. In addition, the D.A.'s office runs the domestic violence unit and oversees that the grant monies are adequately expended. The D.A.'s office also works closely with the County Auditor's Office to ensure the proper use of grant funds and to budget accordingly. The Domestic Violence Specialty Prosecutor is an attorney for the state with 5 years of prosecutorial experience in domestic violence cases. The Victim Advocate has a BS in Social Work and has 10 years victim assistance experience.

### Performance Management :

The goals of the Hidalgo County Domestic Violence Specialty Prosecutor Program are: 1) to protect the victim from additional acts of violence committed by the perpetrator; 2) to reduce the exposure and/or possible injury to children or other family members from domestic violence; 3) to deter the perpetrator from committing continued acts of violence in the community and hold him accountable for his actions; 4) to create a general deterrence to domestic violence in the community; and 5) to serve justice. The objectives of the program are to have 350 cases referred, filed and investigated for prosecution. To file 150 protective orders for victims, and to provide 6 training events. Assist 500 victims with victim assistance services to include, 150 crime victim compensation applications, to provided 200 victims

with information and referrals, and 300 victims with crisis counseling. The program success will be measured by providing every victim that we serve with a Service Evaluation. The service evaluation will be in Spanish and English and will measure how effective our services were rendered to the victim.

### Data Management:

The Hidalgo County District Attorney's office will provide a Client Satisfaction Survey to monitor and track the how victims are receiving services. The advocate and prosecutor will submit monthly reports to the Victim's Unit Director to track the outcomes and make sure that they are in compliance with all grant requirements.

### Target Group :

Victims that reside in Hidalgo County population of 842,304 as of the last Census Hidalgo County has a 91.3% of Hispanic Population Female Population in Hidalgo County is 51.2% Victims of Domestic Violence- All age groups 0-99 years of age Spanish Speaking Victims Undocumented Victims Female & Male Victims

### Evidence-Based Practices:

The Hidalgo County District Attorney's Office implemented the Victims Unit in a effort to comply with Article 56.05(c) of the Texas Code of Criminal Procedure that states the Attorney representing the state has the duty to ensure that victims are afforded their rights. The office of the attorney representing the state has the duty to ensure to the extent practicable that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted by Subsection (a) of the CCP, Chapter 56. Subchapter A. Art. 56.02 and 56.021, and upon request, an explanation of those rights. Art. 56.02(c)If the offense is a capital felony, the victim has the right to receive by mail from the court a written explanation of defense-initiated victim outreach if the court has authorized expenditures for a defense-initiated victim outreachspecialist. The victim has the right to not be contacted by the victim outreach specialist unless the victim, guardian, or relative has consented to the contact by providing a written notice to the court. The victim may designate a victim service provider to receive all communications from a victim outreach specialist acting on behalf of any person. Art. 56.02(a)(16)(A-C) The Hidalgo County District Attorneys Office used the guide issued by the Texas Department of Criminal Justice Division "CRIME VICTIM ASSISTANCE STANDARDS" developed and distributed by the Texas Crime Victim Clearinghouse in accordance with Article 56.05(c) of the Texas Code of Criminal Procedure to aid Law Enforcement Officers and Attorneys Representing the State of Texas in performing duties imposed by Chapter 56. Rights of Crime Victims. https://www.tdcj.state.tx.us/documents/Victim_Assistance_Standards.pdf

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**Agency Name:** Hidalgo County
**Grant/App:** 2931303 **Start Date:** 9/1/2017 **End Date:** 8/31/2018

**Project Title:** Hidalgo County Domestic Violence Specialty Prosecutor
**Status:** Application Pending Submission

## Project Activities Information

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

### Section 1: Program Enrolled/Served Population

This question is relevant for projects that serve or enroll specific individuals, rather than targeting the general public. This could include training, providing services, treatment programs, or offender programs. Please estimate the following for the project period, or if this does not apply to your project, enter "0" in each box.
Number of individuals NEWLY enrolled or BEGAN being served:
Number of carry-over individuals enrolled/being served in the program at the beginning of the project period:
Number of individuals who will successfully complete the program / full course of services:
Choose one:
_ My program does not serve or enroll specific individuals
_ My program's typical designed (ideal) length is best measured in HOURS of services delivered/ enrollment for each individual
_ My program's typical designed (ideal) length is best measured in DAYS of services delivered/ enrollment for each individual

Enter the number of hours or days (depending on selection above) of the typical designed (ideal) length of the program for each individual. Enter "0" if you indicated that your program does not serve or enroll specific individuals:

### Section 2: Special Project Types and Information

Select all special project types that apply to your project.

Task forces: Project will support the operations and coordination activities of a task force.
_ Yes
_ No

If you answered **'YES'** above, enter the name of the task force. If you selected **No**, enter **N/A**.
If you answered **'YES'** above, enter the agencies or organizations that participate in the above-named task force. If you selected **No**, enter **N/A**.
Gang activity: Project involves a focus specifically on gang activity.
_ Yes
_ No

Transnational and organized crime: Project involves a focus specifically on transnational and organized crime.
_ Yes
_ No

Border activities: Project involves a focus specifically related to the Texas-Mexico border.
_ Yes
_ No

Human trafficking (select all that apply):
_ Project focuses on human trafficking
_ Project specifically focuses on trafficking of minors
_ Project specifically focuses on trafficking of adults
_ Project specifically focuses on sex trafficking
_ Project specifically focuses on labor trafficking
_ Project does not have any particular focus on human trafficking

### Section 3: Juvenile Justice Projects

Select all categories that describe the project's juvenile crime activities. Definitions are available here.

_ Diversion
_ Mental health services
_ Aftercare/reentry
_ After-school programs
_ Alternatives to detention
_ Community-based programs and services
_ Delinquency prevention
_ Girl-focused services
_ School programs
_ Substance and alcohol abuse
_ Disproportionate minority contact
_ Mentoring, counseling and training programs
_ Job training
_ Aptitude testing
_ Diversion in a rural setting
_ Project does NOT have a particular focus on juvenile crime

## Section 4: Campus-Based Projects

This project is based on – or serves – one or more specific educational campuses (K-12 or higher education).

How many TOTAL students at ALL campuses will be served by the project? (enter "0" if this project is not based on – or serves – specific educational campuses):
List each educational campus that will be served by this project. Enter **'N/A'** if this project is not based on – or serves – specific educational campuses.

## Section 5: Crime or Victim Type

This question is for justice projects that target specific crimes and ALL victim services projects. Others may enter "100" under "All other crimes". Applicants to serve victims of or prosecute/investigate/prevent exclusively child sex trafficking victims should assign 100% to that category.

Select the type(s) of crime or crime victim this project targets and provide the percentage of time dedicated to each. Applicants with projects that target multiple-offense offenders or multiple-victimization victims should assign percentages that best describe the activity. Percentages may not exceed 100%.
Sexual assault (%):
Domestic abuse (%):
Child abuse (%):
DUI / DWI (crashes for victim services) (%):
Survivors of homicide (%):
Assault (%):
Adults molested as children (%):
Elder abuse (%):
Robbery (%):
Stalking (%):
Dating/acquaintance violence (%):
Human trafficking (%):
Child sex trafficking (%):
All other crimes (%):

## Section 6: Child Sex Trafficking

This section is only for projects serving victims of child sex trafficking. All others should enter "0" when asked to provide a number.

CJD acknowledges that grantees serving child sex trafficking victims may initially enroll, serve, or assess individuals who are eventually determined to be ineligible for services due to their age. For planning purposes, project the total number of victims expected to be served/enrolled that will be:
Under the age of 18:
Ages 18 – 22:
Over the age of 22:
As a component of your organization's victim services, do you offer direct medical care to victims?
_ Yes
_ No

Of the number of victims expected to be served/enrolled (see under Section 1 above), how many victims are projected to be served for:
Under 6 months:
6-12 months:
Over 12 months:
Estimate figures related to screenings and assessments:

Number of screenings for child sex trafficking victim status performed:
Number of individuals screened for child sex trafficking victim status:
Number of individuals screened with the result of "reason to believe" or "suspicions not confirmed":
Number of individuals assessed for victim-related needs:
Multi-disciplinary teams.

Number of expected regular team meetings:
Number of estimated emergency team meetings:

Wrap-around services:

Number of hours of wrap-around services provided to victims during regular business hours:
Number of hours of wrap-around services provided to victims outside of regular business hours:
Respite:

Number of nights of respite provided to foster children:
Number of respite episodes facilitated for foster families:

**Selected Project Activities:**

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---|---|---|

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**Agency Name:** Hidalgo County
**Grant/App:** 2931303 **Start Date:** 9/1/2017 **End Date:** 8/31/2018

**Project Title:** Hidalgo County Domestic Violence Specialty Prosecutor
**Status:** Application Pending Submission

## Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|---|

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|---|---|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|---|---|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|---|---|

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## Budget Details Information

**Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|---|---|---|---|---|---|---|---|---|

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## Source of Match Information

**Detail Source of Match/GPI:**

| DESCRIPTION | MATCH TYPE | AMOUNT |
|---|---|---|

**Summary Source of Match/GPI:**

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|---|---|---|---|---|
| $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

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## Budget Summary Information

**Budget Summary Information by Budget Category:**

| CATEGORY | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|---|---|---|---|---|---|

**Budget Grand Total Information:**

| CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|---|---|---|---|---|
| $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

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## Section 1: Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

## Section 2: Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?
_ Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

## Section 3: Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?
_ Yes
_ No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
_ No
_ N/A

## Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
Enter the End Date [mm/dd/yyyy]:

## Section 5: Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount ($) of Federal Grant Funds:
Enter the amount ($) of State Grant Funds:

## Section 6: Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?
_ Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an Independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

## Section 7: Equal Employment Opportunity Plan

**Type I Entity**
Defined as an applicant that meets one or more of the following criteria:
- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity
- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the Certification Form and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

**Type II Entity**
Defined as an applicant that meets the following criteria:
- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.
- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
**Type III Entity**
Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
_ Type I Entity
_ Type II Entity
_ Type III Entity

## Section 8: Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
_ I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

## Section 9: FFATA Certification

**Certification of Recipient Highly Compensated Officers**
The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
_ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
_ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
Position 2 - Name:
Position 2 - Total Compensation ($):
Position 3 - Name:
Position 3 - Total Compensation ($):
Position 4 - Name:
Position 4 - Total Compensation ($):
Position 5 - Name:
Position 5 - Total Compensation ($):

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

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

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

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

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

| | | | |
|---|---|---|---|
| **Grant Number:** | 2931303 | **Award Amount:** | $0.00 |
| **Date Awarded:** | PREVIEW - NOT YET AWARDED | **Grantee Cash Match:** | $0.00 |
| **Grant Period:** | 09/01/2017 - 08/31/2018 | **Grantee In Kind Match:** | $0.00 |
| **Liquidation Date:** | 11/29/2018 | **Total Project Cost:** | $0.00 |
| **Program Fund:** | WF-Violence Against Women Formula Grants | | |
| **Grantee Name:** | Hidalgo County | | |
| **Project Title:** | Hidalgo County Domestic Violence Specialty Prosecutor | | |
| **Grant Manager:** | Donald Stout | | |
| **DUNS Number:** | 103110834 | | |

| | |
|---|---|
| **CFDA:** | 16.588 - Violence Against Women Formula Grants |
| **Federal Awarding Agency:** | U.S. Department of Justice, Office on Violence Against Women |
| **Federal Award Date:** | |
| **Federal/State Award ID Number:** | 2017-WF-AX-xxxx |
| **Total Federal Award/State Funds Appropriated:** | $10,698,475.00 |
| **Pass Thru Entity Name:** | Texas Office of the Governor – Criminal Justice Division (CJD) |
| **Is the Award R&D:** | No |

**Federal/State Award Description:** The STOP Program continues to encourage the development and implementation of effective, victim centered law enforcement, prosecution, and court strategies to address violent crimes against women and the development and enhancement of victim services in cases involving violent crimes against women. It envisions a partnership among law enforcement, prosecution, courts, and victim services organizations to enhance victim safety and hold offenders accountable for their crimes against women.

List of Application Errors and Incomplete Information

| Item(s) that Need to be Resolved | Tab Name |
|---|---|
| Required: The Direct Deposit form must be uploaded before you can submit your application. | GrantVendor |
| Required: The New Payee ID form must be uploaded before you can submit your application. | GrantVendor |
| Required: The W9 form must be uploaded before you can submit your application. | GrantVendor |
| Required: Information regarding individuals newly enrolled. | Activities |
| Required: Information regarding carry-over individuals enrolled. | Activities |
| Required: Information regarding number of individuals completing program. | Activities |
| Required: Information regarding program enrollment. | Activities |
| Required: Information regarding hours or days per individual. | Activities |
| Required: Information regarding task forces. | Activities |
| Required: Information regarding task force name. | Activities |
| Required: Information regarding task force participants. | Activities |
| Required: Information regarding focus on gang activity. | Activities |
| Required: Information regarding focus on organized crime. | Activities |
| Required: Information regarding focus on border activities. | Activities |
| Required: Information regarding human trafficking focus. | Activities |
| Required: Information regarding juvenile justice projects. | Activities |
| Required: Information regarding total students served. | Activities |
| Required: Information regarding list of campus participants. | Activities |
| Required: Percentage for sexual assault crime victim type. | Activities |
| Required: Percentage for domestic abuse crime victim type. | Activities |
| Required: Percentage for child abuse crime victim type. | Activities |
| Required: Percentage for DUI/DWI crash crime victim type. | Activities |
| Required: Percentage for survivors of homicide crime victim type. | Activities |
| Required: Percentage for assault crime victim type. | Activities |
| Required: Percentage for adults molested as children crime victim type. | Activities |
| Required: Percentage for elder abuse crime victim type. | Activities |
| Required: Percentage for robbery crime victim type. | Activities |
| Required: Percentage for stalking crime victim type. | Activities |
| Required: Percentage for dating/acquintance crime victim type. | Activities |
| Required: Percentage for human trafficking crime victim type. | Activities |
| Required: Percentage for child sex trafficking crime victim type. | Activities |
| Required: Percentage for other crime victim type. | Activities |
| Required: Information regarding number victims served (under 18 yrs.). | Activities |
| Required: Information regarding number victims served (18-22 yrs.). | Activities |
| Required: Information regarding number victims served (over 22 yrs.). | Activities |
| Required: Information regarding direct medical care. | Activities |
| Required: Information regarding projected victims served (under 6 mo.). | Activities |
| Required: Information regarding projected victims served (6-12 mo.). | Activities |
| Required: Information regarding projected victims served (over 12 mo.). | Activities |
| Required: Information regarding number of CST status screenings. | Activities |
| Required: Information regarding number of individuals screened for CST status. | Activities |
| Required: Information regarding number of CST individuals screened. | Activities |
| Required: Information regarding number of CST individuals assessed for needs. | Activities |

| | |
|---|---|
| Required: Information regarding number of regular team meetings. | Activities |
| Required: Information regarding number of estimated emergency team meetings. | Activities |
| Required: Information regarding wrap-around services during business hours. | Activities |
| Required: Information regarding wrap-around services not during business hours. | Activities |
| Required: Information regarding respite care nights provided. | Activities |
| Required: Information regarding respite episodes facilitated. | Activities |
| Required: Information regarding contract compliance. | Documents |
| Required: Information regarding lobbying assurances. | Documents |
| Required: Information regarding lobbying assurances. | Documents |
| Required: Information regarding the grantee's fiscal year. | Documents |
| Required: Information regarding the grantee's fiscal year. | Documents |
| Required: Information regarding Sources of Financial Support. | Documents |
| Required: Information regarding Sources of Financial Support. | Documents |
| Required: Information regarding single audits. | Documents |
| Required: Information regarding EEOP Certification. | Documents |
| Required: Information regarding debarment certification. | Documents |
| Required: Information regarding annual gross revenue for FFATA. | Documents |
| Required: Information regarding executive compensation for FFATA. | Documents |
| Required: Information regarding victim restoration. | Narrative |
| Required: Information regarding specific underserved population. | Narrative |
| Required: Information regarding culturally specific populations. | Narrative |
| Required: Information regarding victim referrals. | Narrative |
| Required: Relevance to priorities for criminal justice response. | Narrative |
| Required: Relevance to priorities for improving court services. | Narrative |
| Required: Relevance to priorities for strengthening victim restoration. | Narrative |
| Required: Relevance to priorities for collaboration and communication. | Narrative |
| Required: Information regarding year(s) of sustainment. | Narrative |
| Required: Information regarding short-term sustainment plan. | Narrative |
| Required: Information regarding long-term sustainment plan. | Narrative |
| Required: Information regarding rural victim services. | Narrative |
| Required: Information regarding rural service area(s). | Narrative |
| Required: Information regarding vehicle purchase(s). | Narrative |
| Required: Information regarding number of victims referred for an exam. | Narrative |
| Required: Information regarding number of report exams performed. | Narrative |
| Required: Information regarding number of non-report exams performed. | Narrative |
| Required: Information regarding evaluation or analysis project. | Narrative |
| Required: Information regarding Tier 1 description. | Narrative |
| Required: Information regarding Tier 2 evaluations. | Narrative |
| Required: Information regarding Tier 2 description. | Narrative |
| Required: Information regarding evaluation project. | Narrative |
| Required: Information regarding child sex trafficking program type. | Narrative |
| Required: The name of the civil rights liaison. | Narrative |
| Required: The address for the civil rights liaison. | Narrative |
| Required: The phone number for the civil rights liaison. | Narrative |
| Required: Information regarding LAV certification. | Narrative |
| Required: Information regarding ICE requests. | Narrative |
| Required: Overall certification requirement. | Narrative |
| Invalid: The **Dedicated Percentage** column for the **OOG and Grantee-Defined Project Activities** under the **Detailed Project Activity Area** must total **100 %.** | Activities |
| Invalid: The **Dedicated Percentage** column for the **CJD Purpose Areas** must total **100%.** | Activities |
| Required: Information regarding the **Budget Details** tab. | Budget Details |
| Required: You must provide matching contribution(s) for this funding opportunity. | Budget Details |

**AI-58329** **District Attorney** **6. D.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Ramiro Sendejo, DISTRICT ATTORNEY

**Submitted By:** Ramiro Sendejo, DISTRICT ATTORNEY

**Department:** DISTRICT ATTORNEY

## Information

**CAPTION**

DA's Office-Victim Assistance Program Grant (1281):
1. Requesting approval to apply for the FY2017 Hidalgo County DA's Office - Victim Assistance Program Grant

2. Requesting approval of resolution to designate County Judge as the grantee's authorized official and to sign documents

**BACKGROUND**

This grant is currently funding the salaries and fringe benefits for 1 prosecutor and 2 advocates.

Approval to submit application #2924302.

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1281-412-00-080-017-7-XXX

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

**BUDGETARY IMPACT:**

Match Requirement: Grantees must provide matching funds of at least twenty percent (20%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both. Please note: projects that are awarded with match above the required amount will be held to the higher amount.

## Attachments

CJD FUNDING ANNOUNCEMENT
CJD E-MAIL
RESOLUTION
CJD APPLICATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 08:56 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Ramiro Sendejo | | Started On: 02/01/2017 02:47 PM |
| Final Approval Date: 02/02/2017 | | |

Office of the Governor

# Criminal Justice Division

## Funding Announcement:

## ***General Victim Assistance Direct Services Program***

December 19, 2016

# Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

## Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

## Funds Available

It is anticipated that up to $130 million may be funded under this announcement. Non-profit agencies should submit only one application per project, and should submit it in the same COG region as their main office. If submitting applications for more than one project, they must be substantially different.

## Budget

The minimum allowed under this program is $10,000 and there is no limit on the amount of funding an applicant can request. Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period. CJD will be tracking expenditure rates throughout the life of the grants and may take action to avoid large de-obligations at the end of grant periods.

## Match

Grantees must provide matching funds equal to 20% of the total project cost. The match requirement can be met through cash or in-kind contributions.

## Project Periods

Continuation projects may not exceed a 24-month period. First-year projects may not exceed a 12-month period.

## Organizational Eligibility

Applications may be submitted by state agencies, units of local government, hospital districts, nonprofit corporations, Native American tribes, universities, colleges, community supervision and corrections departments, appropriate councils of governments, appropriate hospital and emergency medical facilities, and faith-based non-profit organizations.

Please Note: Projects funded for 24 months for projects beginning in fall 2016 are not eligible to apply for continuation funding under this funding announcement. Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

## Source of Funding

Federal funding is authorized under the Victims of Crime Act of 1984 (VOCA) as amended.

## Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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# General Victim Assistance Direct Services Program

## Purpose

The goal of the Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. The purpose of this program is to provide services and assistance for victims of crime to speed their recovery and aid them through the criminal justice process.

Services may include the following:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system and other public proceedings arising from the crime;
- Legal assistance where the need arises as a direct result of victimization; and
- Providing victims with safety and security.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

**Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.

**Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.

**Step Three - Apply in eGrants:** Compile and submit your grant application. To understand how to apply online or to register for the system go to https://eGrants.gov.texas.gov.

**Step Four – Funding Decisions and Grant Acceptance:** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

## What's New

This year's grant program and application have several substantial differences from previous years. The changes are summarized below, but applicants should carefully review the relevant sections of this funding announcement and the eGrants application to ensure that CJD does not deem the application incomplete or ineligible for funding.

## Changes in Eligible Activities and Expenses

CJD has implemented changes in the *General Victim Assistance – Direct Services Program* allowing several new activities and budget line items. See below and "*Appendix F: Eligible Funding Areas*" for more information.

- **Legal Assistance:** Non-emergency legal assistance is now allowable but has limitations. See "*Eligible Funding Areas*" and the certifications for "*Legal Assistance for Victims (LAV) Certification*" and "*Immigration Legal Services*".
- **Vehicles to Facilitate Direct Services to Victims in Rural Areas:** The purchase of vehicles to transport victims of crime in rural areas or counties is now allowable under limited circumstances. See "*Rural Victim Services Vehicles"* under **"***Appendix F: Eligible Funding Areas***"** for further guidance and related application questions under "*Narrative Tab – Program-Specific Questions*"**.**
- **Prevention Programs:** Prevention programs are now an allowable activity.
- **Public Presentations and Outreach:** Public presentations and outreach to generate awareness of victimization and victim service resources, and to prevent victimization, is now an allowable activity.
- **Technology and Equipment:** Budget items for technology and equipment will now be considered as long as they are integral to the provision of direct victim services.
- **Evaluation Projects:** Evaluations by a third-party are now an allowable activity and budget item. See "*Narrative Tab – Program-Specific Questions*" in this funding announcement for more information.
- **Training:** Training for employees and volunteers who carry out direct victim services on behalf of or in coordination with the applicant and is now an allowable activity and budget item.

## Changes in the Application

- **Narrative tab – Program-Specific Questions:** There are several new questions and certifications in this section, including changed requirements regarding immigration and customs enforcement requests (only applicable to certain county or municipal governments). See the section "*Narrative tab – Program-Specific Questions*" under Step 3 and "*Appendix A: Required Certifications*" of this funding announcement for more information.
- **Narrative tab – Project Narrative:** The instructions for some sections of the Project Narrative on the eGrants application have changed. Applicants must read the "*Project Narrative*" section of this funding announcement to find them – they are not repeated in eGrants.
- **Activities tab – CJD Purpose Areas (new):** Applicants must assign a percentage of their project to certain purpose areas that correspond to their ultimate goal. See "*Activities Tab – CJD Purpose Areas*" under Step 3 of this funding announcement.

- **Activities tab - OOG-Defined Project Activity Area and Measures tab - OOG-Defined Output Performance Measures:** CJD has overhauled the classification of project activities and the associated measures. See "*Activities Tab – OOG-Defined Project Activity Areas"* and *"Measures Tab – OOG-Defined Output Performance Measures"* under Step 3 of this funding announcement for the available activity areas and measures.
- **Activities tab - Fund Source Information and Requirements:** This section has changed. It includes several new questions about project types and activities. It also includes questions for all CJD grant programs, including some that may not apply to this funding announcement. See "*Activities Tab – Fund Source Information and Requirements*" and "*Appendix D: Fund Source Information and Requirements"* for the full list of questions and instructions specific to this funding announcement.
- **New Direct Deposit procedures:** Applicants will now be required to upload direct deposit forms at the time of application. See "*Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures*" under Step 3 for more information.

# Step 1: Review the Process

## Timeline

| Action | Date |
|---|---|
| **Funding Announcement Release** | 12/19/2016 |
| **Online System Opening Date** | 12/19/2016 |
| **Final Date to Submit an Application** | 02/20/2017 at 5:00PM CST |
| **Earliest Start Date** | 10/01/2017 |
| **Latest Start Date** | 12/01/2017 |

## Submission Method

Applicants must submit and certify applications through via eGrants (https://eGrants.gov.texas.gov) by the deadline listed above.

# Step 2: Consider the Requirements

## Organizational Eligibility

Applications may be submitted by state agencies; units of local government; hospital districts; nonprofit corporations with an active charter number from the Texas Secretary of State; Native American tribes; universities; colleges; community supervision and corrections departments; councils of governments that offer direct services to victims of crime; hospital and emergency medical facilities that offer crisis counseling, support groups; or other types of victims services; and faith-based organizations that provide direct services to victims of crime. Faith-based organizations must be tax-exempt nonprofit entities as certified by the Internal Revenue Service.

**Demonstrated Capabilities or Funding:** Applicants must have a demonstrated record of providing effective victim services. In rare cases where services are critically needed, CJD may award funds to

entities that have not yet demonstrated a record of providing services, if they can demonstrate that (1) 25 percent of their financial support comes from non-federal sources (to demonstrate financial stability); and (2) the entity is already operational at the time of application. Submit information in the "Capacity & Capabilities" section of the Project Narrative in eGrants to either demonstrate a relevant record or list the other sources of financial support.

**CASA and Children's Advocacy Centers:** Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through Texas CASA, Inc. or Children's Advocacy Centers of Texas.

## Funding and Project Period Limits

**Funding Limits:** The minimum award under this program is $10,000 and there is no limit on the amount of funding that can be requested. Cost-effectiveness will be a significant factor in selection and regional councils of governments are authorized to request changes to the amount to fit within regional priorities and funding allocations.

**Project Period:** Continuation projects may not exceed a 24-month period. First-year projects may not exceed a 12-month period.

**Continuation Projects:** Projects funded for 24 months for projects that began in fall 2016 are not eligible to apply for continuation funding under this funding announcement, but applications for new and substantially dissimilar projects will be accepted from applicants with active grants.

**Available Funding:** It is anticipated that up to $130 million may be funded under this announcement. The number of awards will depend upon the number of eligible applicants and availability of funding.

**Source of Funding:** Federal funding is authorized for these projects under the Victims of Crime Act of 1984 (VOCA) as amended, 42 U.S.C. 10601. Congress has not finalized federal appropriations for federal fiscal year 2018. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

## Match Requirement

Grantees must provide matching funds equal to 20% of the total project cost. The match requirement can be met through cash or in-kind contributions.

## Eligible Funding Areas

The following areas are eligible under this funding announcement. Definitions and rules have changed from prior years. See "*Appendix F: Eligible Funding Areas*" for full descriptions and applicable rules for the funding areas below:

1) Licensed counseling and therapy;
2) Peer support groups;
3) Crisis services;
4) Personal advocacy and emotional support;

5) Public presentations and outreach;
1) Legal advocacy;
2) Forensic interviews;
3) Legal assistance;
4) Prevention programs;
5) Shelter;
6) Multi-disciplinary teams and case coordination;
7) Victim-offender meetings;
8) Purchase of full-sized passenger van, city van or ,minivan (rural areas only – see "*Rural Victim Services Vehicles*" under "*Appendix F: Eligible Funding Areas"* in this funding announcement);
9) Equipment;
10) Technology; and
11) Program evaluation.

## Ineligible Expenses and Activities

Grant funds may not be used to support the unallowable services, activities, and costs listed in the Guide to Grants (available at https://egrants.gov.texas.gov/FileDirectory/Guide_to_Grants_v8.pdf) and:

1) Construction, renovation, or remodeling;
2) Medical services;
3) Transportation, lodging, per diem or any related costs for third-party participants to attend a training, when grant funds are used to develop and conduct training;
4) Processing DNA evidence;
5) Research and studies, except for project evaluations under 28 CFR § 94.121(j);
6) Services to incarcerated individuals;
7) Chemical dependency or alcohol abuse programs for offenders;
8) Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
9) Activities that may compromise victim safety;
10) Job and/or life skills training;
11) In-patient alcohol and drug abuse treatment;
12) Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
13) Leasing of vehicles;

14) Cash payments to victims, gift cards, or fuel vouchers;

15) Prosecution or investigative activities (other than forensic interviews not solely for the purposes of criminal prosecution and investigation); and

16) Any other prohibition imposed by federal, state, or local law or regulation.

# Program-Specific Requirements

## Victim Categories

All applications must be for projects that provide direct services to victims in one of the following categories:

1) Victims of child abuse and neglect;
2) Victims of family violence;
3) Victims of sexual assault;
4) Victims of human trafficking; or
5) Victims of other types of violent crime.

## Reporting Requirements

**Financial and Progress Reports:** At the end of each quarter of the state fiscal year during the grant period, grantees will be required to submit a financial status report via eGrants and quarterly progress reports via https://cjd.tamu.edu/ in the format required by CJD.

## Regional Council Requirements

Applicants must contact the criminal justice planner at their regional Council of Governments for additional local requirements that may apply, potentially including required workshops and prioritization meetings. To find contact information for your local COG, visit the Texas Association of Regional Councils website at http://txregionalcouncil.org/.

## Cultural Competency

Applicants must be culturally competent when providing services to victims. Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

## Program Income

Applicant must agree to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant must also agree to report program income to CJD through a formal grant adjustment, to secure CJD approval prior to use of the program income, to use program income only for allowable costs, and to

expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds. For the purposes of this program, the deduction method applies unless prior approval is given by CJD for a different method. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### Victim Services Assessment Survey

All recipients of funding under this announcement may be required to participate in a victim services assessment during their grant period, as directed by CJD.

## Standard CJD Requirements

**CJD Regulations:** Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding. For more information on these statutes, requirements, and guidelines, consult the *Guide to Grants* and the *Grantee Conditions and Responsibilities*.

**Uniform Crime Reports:** Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full 12 months of accurate data to DPS for the most recent calendar year.

**Criminal History Reporting:** The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

**Immigration and Customs Enforcement Requests:** An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operates a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

**Indemnification:** The grantee shall, to the extent applicable, indemnify and hold harmless the Office of the Governor (OOG), or any employee, director, or agent of OOG from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), any decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the grantee's acts or omissions, willful misconduct, negligence, or breach of the grantee's obligations under the OOG program by the grantee, its agents, employees, Board Members, or other persons under its supervision and direction.

# Step 3: Apply via eGrants

## Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

1) Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do);
2) Applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period; and
3) Applicants must have or register for an account in http://eGrants.gov.texas.gov.

## Narrative Tab – Program-Specific Questions

The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions in Section 1, Project-Specific Questions under the Narrative tab. Following are some key aspects:

**Cultural Competency:** Applicants must describe how their organization is culturally competent when providing services to victims. (See "*Program-Specific Requirements*" under Step 2 above.)

**Culturally Specific and Underserved Population:** The following are relevant definitions needed to answer this question.

- *Underserved populations* means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- *Culturally specific* means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u–6(g)).
- *Racial and ethnic minority group* means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- *Hispanic* means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Applicants must indicate whether or not there is a primary focus on serving a culturally specific population. (The organization must do more than merely provide services to an underserved population

or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population to justify a YES response.)

If an applicant does indicate a primary focus on serving a culturally specific population, the applicant must explain how the applicant's program is specifically designed to focus on and meet the needs of culturally specific populations.

**Victim Referral Process:** Applicants must describe the referral process for their agency including eligibility criteria as well as intake policies and processes.

**Relevance to Priorities:** Applicants must provide a brief explanation if the proposed project has relevance to any or all of the following priorities.

- Improving the criminal justice system response.
- Improving court services regarding domestic violence, sexual assault, dating violence, and stalking.
- Strengthening victim restoration.
- Increasing collaboration and communications across all levels of government and among all victim services.

**Sustainment:** Applicants must be able to provide the number of years that are planned to request for continuation funding, a longer term sustainment plan or why a plan is not possible.

**Rural Victims Services:** Applicants must indicate whether or not the program is located in and provides direct services to victims in a rural area or county, and list the counties or areas of service and their populations to demonstrate how the definition of "rural area" or "rural county" is met.

**Vehicles:** Applicants must demonstrate that such an expenditure is essential to delivering services to crime victims. At a minimum, evidence of need should include the following:

1) What are the current program transportation needs that will be addressed with the Rural Victim Services Vehicle Program funding?
2) What evidence exists to support the need for transportation funding that is specific to the program site?
3) What current transportation services exist at each specific program site? How will these current services be enhanced?
4) What transportation services will be provided?
5) How will the grantee ensure the safe transportation of victims/survivors to and from the program site?

**Evaluation Projects:** Third-party evaluations of projects to determine their effectiveness. Only applicants including an evaluation in their project budget must fill out this section (and should select "Program

Evaluation" as one of their "OOG-Defined Project Activity Areas" on the Activities tab of eGrants). Note: If this is an application for a project that is entirely comprised of an evaluation, provide this information in the appropriate Project Narrative sections.

- **Tier-One Evaluations**: Evaluations of programs that have been implemented and the evaluations will test the fidelity of the program based on proven models or best-practices. The evaluation also will review available program output and outcome information. Describe here the best practices/model to be used in a fidelity and performance evaluation, the goal(s) of the evaluation, and why it is needed.
- **Tier-Two Evaluations:** Evaluations directed at measuring the effectiveness of proposed new program models or significant changes in present program models. The goal of tier-two evaluations is both to measure the program's effectiveness and to produce data and evidence necessary for others to replicate the program models and to develop best practices that CJD can use in supporting similar efforts. Describe here why this new program model is needed and the goal(s) of the evaluation.

CJD is committed to developing evidence-based best practices and applicants are encouraged to, where appropriate, try new and innovative approaches and to include rigorous program evaluations in their project budgets. Evaluation costs will be reviewed on a case-by-case basis by – and approved at the sole discretion of – CJD. After CJD awards any such costs, CJD reserves the right to review, amend, and approve any contract or grant to an evaluator. CJD also reserves final approval for the professional evaluator selected, and any such evaluator must have a demonstrable track record of rigorous evaluations of similar projects.

## Narrative Tab – Required Certifications

There are a variety of certifications on the eGrants application that applicants are required to make when submitting their application. Applicants should carefully review these certifications, which are also found in "*Appendix A: Required Certifications*".

## Narrative Tab – Project Narrative

Within eGrants, applicants will complete several narrative fields. Each funding announcement has different instructions for the nine Project Narrative boxes. These prompts are not contained on eGrants, so applicants must review the instructions contained in this funding announcement's "*Appendix B: Project Narrative*". Failure to provide the information requested in this funding announcement may result in an application being deemed ineligible for funding.

## Activities Tab – CJD Purpose Areas

In this new section of the Activities tab, applicants must assign percentages (adding up to 100%) of their project's purpose areas to the available categories. Purpose areas should be considered in terms of the ultimate goal of the project, rather than how the project will accomplish its goals.

**Allowable Purpose Areas:** The purpose areas displayed on the Activities tab in eGrants are for all CJD grant programs, but only some purpose areas are eligible under this funding announcement. See "*Appendix C: CJD Purpose Areas"* for a list of eligible purpose areas.

## Activities Tab – Fund Source Information and Requirements

This section has been overhauled with substantial changes and contains questions that allow CJD to better understand the nature of the project's activities. See "*Appendix D: Fund Source Information and Requirements*" for information on the information applicants must enter there.

## Activities Tab – OOG-Defined Project Activity Area

Applicants must assign percentages of their project's activities – based on the portion of project budget – that correspond to the eligible activity categories, and provide a brief description. Activity descriptions should reflect the information entered under the "Project Approach & Activities" section of the Project Narrative on the Narrative tab. Percentages must add up to 100.

**Allowable Project Activity Areas:** The project activity areas displayed on the Activities tab in eGrants are for all CJD grant programs, but only some project activity areas are eligible under this funding announcement. Applicants should carefully consult this funding announcement's "*Appendix E: OOG-Defined Project Activity Area and OOG-Defined Output Performance Measure Information*" for a list of eligible project activity areas.

## Measures Tab – OOG-Defined Output Performance Measure Information

Selecting an activity on the Activities tab will cause all the CJD measurements linked to that activity to display on the Measures tab. Applicants should estimate quantities for each measure that applies to their project, or enter a "0" if a measure is not applicable. Measures should be estimates only of activities that occur during the project period.

**Allowable Output Performance Measures:** The OOG-defined output performance measures displayed on the Measures tab in eGrants are for all CJD grant programs, but only some measures are eligible under this funding announcement. Applicants should carefully consult this funding announcement's "*Appendix E: OOG-Defined Project Activity Area and OOG-Defined Output Performance Measure Information*" for a list of eligible measures.

## Measures Tab – Custom Performance Measures

This section is still active and grantees are encouraged to add any measures that would help CJD better understand the project's activities and performance.

## Submit.Application and Certify.Application Tabs

After completing the application, submit the application by selecting the "Submit Initial Application" button on the bottom of the Submit.Application tab (if your application is missing information, a list of errors will appear on the Submit.Application tab.

After the initial submission, the project officials will receive an email notification. The Authorized Official must then log-in to the application and certify the application by selecting the "Certify Official Application" button at the bottom of the Certify.Application tab (only visible once the application has been initially submitted).

Applications are not complete until the Authorized Official has CERTIFIED the application, and they must do so BEFORE the application deadline.

For support documents and "how-to" videos and other resources, including the Guide to Creating an Application, see the eGrants support page at https://egrants.gov.texas.gov/updates.aspx.

# Step 4: Funding Decisions and Grant Acceptance

## Selection Criteria

**Application Screening:** CJD will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will move forward to the merit review phase.

**Merit Review – Local Projects:** Projects with a local impact will be reviewed by a panel appointed by the local Council of Governments using their own criteria. The merit review panels will assess the applications for quality and rank by priority, and then report their findings to the CJD executive director.

**Merit Review – Statewide Projects:** Projects with a statewide impact will be reviewed by a panel appointed by the CJD executive director in an effort to prioritize funding. The merit review panel will assess and score each application on a 100-point scale, and then report its findings to the executive director. Scores will be based on the following criteria:

- **Problem (20 points):** The extent to which the applicant demonstrates: (1) that the problem stated warrants action; (2) that the applicant has a thorough understanding of it; and (3) how it relates to CJD's program priorities as stated in this funding announcement. For this category, merit reviewers will consider the Project Narrative's Problem Statement, Target Group, and Supporting Data sections, as well as information from the Activities and Measures tabs and the program-specific question on the Narrative tab. CJD may also make external data available to the panel to inform their assessment, where relevant.
- **Project Strategy (35 points):** The extent to which the applicant demonstrates: (1) that the project approach clearly addresses the problem stated; (2) that the strategy will be effective at delivering the proposed outcomes; and (3) that the proposed approach is based on logical practices, as well as on established evidence, research, science, or best or promising practices. For this category, the merit reviewers will consider the Project Narrative's Project Approach and Activities, Evidence-Based Practices, and Supporting Data sections, as well as information from the Activities and Measures tabs and the program-specific questions on the Narrative tab.

- **Performance Management (15 points):** The extent to which the applicant demonstrates: (1) that the organization is capable of accurately assessing needs; (2) is able to manage and execute strategies and plans; (3) has the skills and capacity to measure, analyze, and respond to performance data; and (4) has a plan or method to monitor results and performance and use this information to inform changes to the project approach. For this category, the merit reviewers will consider the Project Narrative's Performance Management and Data Management sections.
- **Capacity and Capabilities (30 points):** The extent to which the applicant demonstrates: (1) that the organization has a track record of success; (2) that it has the staff capabilities and capacity needed to deliver strong results; and (3) that it has the administrative and financial capability to manage the grant and the project well. For this category, the merit reviewers will consider the Project Narrative's Capacity and Capabilities section.
- **Cost Effectiveness (additional criteria using a 1-5 scale):** While not part of the 100-point merit review scale, the merit reviewers will provide a separate score for cost effectiveness. This score is based on the extent to which the budget seems reasonable to carry out the project as proposed, including the established measures and goals (as outlined in the Performance Management section of the Project Narrative). For this category, the merit review panel will consider the project budget, the full project narrative, and information from the Activities and Measures tabs.

**Final Decisions – All Projects:** The executive director will consider merit review rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Rule 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

## Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice, a preliminary decision notification, or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available.

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirements apply.

## Accept the Award

Applicants that receive funding through the final award process will need to follow the instructions found within the award to accept the grant officially.

# Appendices

## Appendix A: Required Certifications

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

**A. Forensic Medical Examination Payments:** Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

**B. Confidentiality and Privacy:** Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

**C. Civil Rights Liaison:** A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

**D. Activities that Compromise Victim Safety and Recovery:** Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

**E. Legal Assistance for Victims (LAV) Certification:** The applicant certifies that it meets the following federal statutory requirements in regards to the provision of legal advocacy:

1) Any person providing legal assistance through a program funded under this VAWA Program:

    a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or

    b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (a) and has completed or will complete training in connection with

domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.

2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.

3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.

4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

**F. Polygraph Testing Prohibition:** A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. Additionally, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

**G. Protection Orders:** Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

**H. Offender firearm prohibition:** Per 18 USC § 992(g), offenders convicted of a felony or misdemeanor level crime of domestic violence and anyone subject to a domestic violence protective order is prohibited from possessing a firearm.

**I. Criminal Charges: I**n connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

**J. Uniform Crime Reports:** Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the previous year.

**K. Criminal History Reporting:** The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

**L. Immigration and Customs Enforcement Requests:** The full text of this certification is found at http://gov.texas.gov/cjd/dhs_detainerrequest. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal

violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement. All applicants must select one of the following options:

- Applicant is not a county or municipal government.
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found at http://gov.texas.gov/cjd/dhs_detainerrequest. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

**M. Immigration Legal Services:** CJD prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. CJD will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

**N. Services to Victims of Crime:** Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security. If the application is for a project that serves victims of sexual assault, applicant agrees to provide services to victims of sexual assault which includes providing core services, direct intervention, and related assistance to victims of sexual assault to assist with their recovery from the physical and psychological trauma of rape and sexual assault.

**O. Volunteers:** If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless CJD determines that a compelling reason exists to waive this requirement.

**P. Crime Victims' Compensation:** Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

**Q. Community Efforts:** Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

**R. Records:** Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

**S. Civil Rights Information:** Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

**T. Victims of Federal Crime:** Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

**U. No Charge:** Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

**V. Discrimination:** Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

**W. Effective Services:** Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources. (See the "*Capacity & Capabilities*" instructions in the Funding Announcement.)

**Overall Certification:** The grantee shall certify that they have read, understand and will abide by all program requirements and guidelines outlined in the funding announcement, eGrants, the *Guide to Grants*, the *Grantee Conditions and Responsibilities* (available at https://egrants.gov.texas.gov/FileDirectory/SOGA_ResponsibilitiesMemo_2016-08-25.pdf ), and all other applicable documents.

# Appendix B: Project Narrative

Within eGrants, applicants will complete several narrative fields. Each funding announcement has different instructions for the nine Project Narrative boxes. These instructions are not contained on eGrants, so applicants must review the instructions below. Failure to provide the information requested may result in an application being deemed ineligible for funding.

**Project Abstract.** Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

**Problem Statement:** Provide a description of the nature and scope of the problem in your service area that this proposed project will address. This must be a statement of the core, underlying problem. A lack of resources is not, in and of itself, a problem. Applicant should use the "Performance Management" section below to demonstrate how the Project Approach & Activities will address this problem. Applicants should use the "Supporting Data" to provide the numbers that back up the description of the problem in this section.

**Supporting Data:** Provide supporting data, including baseline statistics and the sources of your data, to provide evidence that the problem exists, its size and scope, and its effects on the target population. Do not use statewide data for a local problem or national data for a statewide problem. Data on particular characteristics of the target population should be entered below under "Target Group."

**Project Approach & Activities:** Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. Provide a rationale for choosing this particular model. Any therapy or licensed counseling provided should include a description of the modality/framework used. A reader should also be able to understand how the approach and activities tie to solving the stated problem. Applicants should use the "Evidence-Based Practices" section below to cite the specific research, evidence, or established best/promising practices that provide the basis for the approach and activities described in this section.

**Capacity & Capabilities:** Describe the applicant organization's background as well as organizational and staff capabilities and qualifications to carry out this specific project using the approaches and activities provided above. Provide a brief summary of any collaborative partnerships created for the purpose of the proposed project. If the applicant indicates on the Activities tab that licensed or certified personnel will perform work, list each license or certification and upload a list of each person and their relevant corresponding license or certification. Empty positions requiring a license or certification should be noted.

*Applicants must have a demonstrated record of providing effective victim services. In rare cases where services are critically needed, CJD may award funds to entities that have not yet demonstrated a record of providing services, if they can demonstrate that (1) 25 percent of their financial support comes from non-federal sources (to demonstrate financial stability); and (2) the entity is already operational at the time of application. Use this section to either demonstrate a relevant record or list the other sources of financial support.*

**Performance Management:** Provide an understanding of how the applicant organization will measure success for this project. What are the project's goals and objectives and what are the project's performance measures, both output and outcome? How do these goals, objectives, and measures tie to the problem that the project seeks to solve? What is the current baseline information for these measures as well as the goals for the project period?

> Goals are broad statements that indicate the general intentions of the project to achieve some outcome. They do need to be measurable in and of themselves and may be abstract in nature.
>
> Objectives are clear, tangible, and specific statements of what the project is trying to achieve. Objectives should be expressed in the following form: To [reduce/increase/enhance/etc.] [something], by [x amount], by [dd/mm/yy date]. A project can have multiple objectives.
>
> Measures use data to provide verifiable, numeric information that tie to one or more objectives and indicate progress toward its achievement. Measures might include volume, time savings, cost savings, resource savings, success rates, conformance rates, timeliness, perception shifts, or other factors. (The most relevant and impactful project-specific measures must be included under the Measures tab in eGrants.)

**Data Management:** Provide an understanding of how the applicant organization plans to collect, track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above. Describe any methods, mechanisms, or tools used to generate measures. Applicants should give confidence that the data they collect will be accurate, maintained, and analyzed in a manner that enables them to adapt to changing assessments of the problem or project performance, and to evaluate and document the effectiveness of the project.

**Target Group:** Describe the population that this project plans to provide or support direct services to. Include the size and basic demographics for the people served, as well as the challenges they face, and any other information relevant to the project. Be specific and use supporting data. Applicants should demonstrate there that they understand their target group well enough to effectively carry out the project.

**Evidence-Based Practices:** Justify the selection of the methods, approach, and activities described above. Applicants should preferably be able to cite the research, evidence, or published best/promising-practices model used as the basis for the project's design. In case of an equipment or technology grant, what evidence or best/promising-practices model is there to support the purchase? Wherever possible, provide at least one citation or link. If the project approach and activities described above are not based on existing evidence, the applicant must describe why they believe the method to be promising. Failure to adequately provide justification for the project design may result in the project not being funded in favor of other projects based on evidence, established best/promising practices, or adequately explained.

# Appendix C: CJD Purpose Areas

In this new section of the Activities tab, applicants must assign percentages (totaling 100%) of their project's purpose areas to the available categories, based on an estimate of the funds dedicated to each area. Purpose areas should be considered in terms of the ultimate goal of the project, rather than how the project will accomplish its goals.

**Not All Purpose Areas Displayed on eGrants Are Allowable.** The CJD Purpose Areas section displays activities available under other CJD grant programs, but not all of them are allowable under this program. Applicants should carefully consult the list below to see which activities and OOG-defined measures are allowable under this funding announcement.

**Example:** A project to fund personnel, equipment, and supplies at a sexual assault crisis shelter, which conducts forensic interviews as part of its services. The applicant estimates the time spent by personnel on the forensic interviews is about 8% of their total project budget and that the purpose of the interviews is roughly evenly split between assessing the victim's needs and providing information to investigators to prosecute offenders. Another 5% of the project budget is spent on cameras and other equipment to secure the shelter. This project would have 87% of its purpose area assigned to "Victim Services", 4% to "Prosecution and Investigation", and 5% to "Safety and Security: Victim Services Facilities."

*All applicants under the General Victim Assistance – Direct Services Program should select only the purpose areas below. Typical applicants under this funding announcement will have 100% of their purpose area assigned to "Victim Services" and/or "Safety and Security: Victim's Services Facilities". Some projects that fund interactions within the court system may use "Court System Improvements"*

## Allowable Purpose Areas Under This Funding Announcement

| Purpose Area | Description |
|---|---|
| **Safety and Security: Victim Services Facilities** | To increase safety and security at facilities serving victims |
| **Court System Improvements** | To increase the effectiveness and/or efficiency of courts (non-prosecution/investigation) |
| **Victim Services** | To provide services to victims of crime |

# Appendix D: Fund Source Information and Requirements

This is a section on the Activities tab of the eGrants application. Applicants should only enter information for items that apply to their project.

**Section 1: Program Enrollment and Completion**

*Applicants under the General Victim Assistance – Direct Services Program should typically enter the number of victims they anticipate serving in this section, not the number of individuals they will assess for services (there will opportunities to enter the number of individuals assessed on the Measures tab). For victim services programs, the number of individuals successfully completing the program is typically those for whom the applicant delivers the complete course of appropriate services – those individuals who are anticipated to leave or cut off services before it is recommended should not be included there.*

- Number of individuals NEWLY enrolled in program during the project period
- Number of individuals successfully completing program during the project period
- Number of carry-over individuals enrolled in the program at the beginning of the project period

Choose one (most applicable to the project):

- Typical program/services hours OR
- Typical program/services days

**Section 2: Special Project Types and Information**

*Applicants under the General Victim Assistance – Direct Services Program should select options that describe particular aspects of operations or the characteristics of their victims. If the project only circumstantially addresses a below category, do not select it.*

Applicants should select all special project types that apply to their project:

- **Task forces:** Project will support the operations and coordination activities of a task force. If yes, list the agencies or organizations that participate in the task force.
- **Gang activity:** Project involves a focus specifically on gang activity.
- **Transnational and organized crime:** Project involves a focus specifically on transnational and organized crime
- **Border activities:** Project involves a focus specifically related to the Texas-Mexico border.
- **Human trafficking** (select all that apply): 1) Project focuses on human trafficking; 2) Project focuses on trafficking of minors; 3) Project focuses on sex trafficking; 4) Project focuses on labor trafficking.

**Section 3: Juvenile Justice Projects**:

*Applicants under the General Victim Assistance - Direct Services Program should select the last option indicating that their project is not a juvenile justice project.*

**Section 4: Campus-Based Projects**

*Applicants under the General Victim Assistance – Direct Services Program should only fill out this section if they specifically target victims associated with particular educational campuses, not student-age populations in general. Programs that specifically target an entire school district may simply list the district name.*

If this project is based on – or serves – one or more specific educational campuses (K-12 or higher education), how many total students at all campuses will be served by the project and list each educational campus that will be served by this project.

**Section 5: Crime or Victim Type**

*Applicants under the General Victim Assistance – Direct Services Program should assign percentages to the victim category most directly related to the services they deliver and to the most specific category available. For example, if a project serves only victims of Child Sex Trafficking, an applicant should assign 100% to that category and not human trafficking.*

For projects that selected CJD Purpose Areas "Victims Services" or "Prosecution and Investigation" ONLY. Others leave this section blank.

Applicants must select the type(s) of crime or crime victim this project targets and provide the percentage of time dedicated to each. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Note: Not every crime or victim time is eligible under each grant program. Consult the "Eligible Funding Areas" section of this funding announcement for details. Applicants to serve victims of or prosecute/investigate/prevent exclusively child sex trafficking victims should assign 100% to that category.

- Sexual Assault
- Domestic Abuse
- Child Abuse
- DUI / DWI Crashes
- Homicide
- Assault
- Adults Molested as Children
- Elder Abuse
- Robbery
- Stalking
- Dating/Acquaintance Violence
- Human Trafficking
- Child Sex Trafficking

- All Other Crimes

**Section 6: Child Sex Trafficking Questions**

*Applicants under the General Victim Assistance – Direct Services Program should only fill out this section if their project specifically targets victims of child sex trafficking and offers services tailored to their needs. If an applicant's project does, it may be more appropriate for them to apply under the Building Capacity to Recover and Restore Survivors of Child Sex Trafficking funding announcement.*

This section is only for projects serving victims of child sex trafficking.

CJD acknowledges that grantees serving child sex trafficking victims may initially enroll, serve, or assess individuals who are eventually determined to be ineligible for services due to their age. For planning purposes, applicants must project the total number of victims expected to be served/enrolled that will be:

- Under the age of 18
- Ages 18 – 22
- Over the age of 22

As a component of your organization's victim services, do you offer direct medical care to victims? (yes/no)

Of the number of victims expected to be served/enrolled under Section 1, how many victims are projected to be served for:

- Under 6 months
- 6-12 months
- Over 12 months

Applicants must estimate figures related to screenings and assessments:

- Number of screenings for child sex trafficking victim status performed
- Number of individuals screened for child sex trafficking victim status
- Number of individuals screened with the result of "reason to believe" or "suspicions not confirmed"
- Number of individuals assessed for victim-related needs

Applicants with projects involving multi-disciplinary teams must estimate the:

- Number of expected regular team meetings
- Number of estimated emergency team meetings

Applicants providing wrap-around services must estimate the:

- Number of hours of wrap-around services provided to victims during regular business hours

- Number of hours of wrap-around services provided to victims outside of regular business hours

Applicants with projects supporting foster care must estimate the:

- Number of nights of respite provided to foster children
- Number of respite episodes facilitated for foster families

# Appendix E: OOG-Defined Project Activity Area and OOG-Defined Output Performance Measure Information

This section have substantial changes from last year, and are important for CJD's analysis of each application's merits and of the entire grant program. CJD understands that these figures are estimates, but applicants should be as accurate as possible. Applicants receiving awards will be asked to follow-up with actual measures during and after the grant project period.

**Activities:** Applicants must assign percentages of their project's activities – based on the portion of project budget – that correspond to the eligible activity categories, and provide a brief description. Activity descriptions should reflect the information entered under the "Project Approach & Activities" section of the Project Narrative on the Narrative tab. Percentages must add up to 100.

**OOG-Defined Measures:** Activating particular activities will also activate all of the CJD measurements assigned to that activity. Applicants should estimate quantities for each measure that applies to their project, or enter a "0" if a measure is not applicable. Measures should be estimates only of activities that occur during the project period.

**Allowable Activities and Measures:** The Activities tab displays activities available under other CJD grant programs, but not all of them are allowable under this program. The Measures tab will display all the measures linked to that activity, including those meant for other CJD programs and not allowable under this funding announcement. Applicants should carefully consult the list below to see which activities and OOG-defined measures are allowable under this funding announcement.

**"Required Total" Measures:** Some measures are marked as a "Required Total." These measures are for the volume of each activity that an applicant has selected on the Activities tab. For example, if an applicant selects the "Counseling or Substance Abuse" activity, that will activate the measure "REQUIRED TOTAL: Counseling or treatment for substance abuse: Individuals receiving" on the Measures tab. With rare exceptions, applicants should be able to supply estimates for these Required Total measures. If for some reason that is not possible, an applicant must explain why in the "Performance Measurement" section of the Project Narrative on the Narrative tab.

**Activities by Licensed or Credentialed Professionals:** Any applications with activities or measures indicating services performed by a licensed or credentialed professional should list each specific license or credential in the "Capacity & Capabilities" section of the Project Narrative on the Narrative tab.

**Activities using specific models or framework:** Any applications indicating specialized skills training, support, or treatment should specify the model or modality/framework type under the "Project Approach & Activities" section of the Project Narrative on the Narrative tab.

## Allowable Activities and Measures Under This Funding Announcement

| Activity | Definition | Measure |
|---|---|---|
| **Casework, Non-Licensed Counseling, Individual Advocacy, or Other Support** | Support not necessarily delivered by a licensed professional and not aimed at developing specific life, social, or emotional skills.<br><br>Enter any substance abuse-related activities under "Counseling or Treatment for Substance Abuse". | *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Individuals receiving |
| | | *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered by EMPLOYEES |
| | | *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered BY VOLUNTEERS |
| | | Casework/support/care needs assessment NOT performed by a licensed therapist: Individuals receiving |
| | | Casework, non-licensed counseling, advocacy, or other support: Individuals receiving AFTERCARE |
| | | Mentoring (general): Individuals receiving |
| | | Peer support (general): Individuals receiving |
| | | Crisis intervention: Individuals receiving |
| | | Case management or advocacy (general): Individuals receiving |
| | | Advocacy/ accompaniment / assistance for criminal justice system interactions: Victim individuals receiving |
| | | Advocacy/ accompaniment for medical care: Individuals receiving |
| | | Victims-offender meetings: Victims participating |
| | | Victims assisted with developing safety plans (non-residential) |
| | | Referrals to other agencies: Individuals referred |
| **Counseling, Therapy, or Other Care Performed by a Licensed Professional** | Counseling or therapy delivered by licensed professionals.<br><br>For professional substance abuse treatment, use the "Substance Abuse Treatment" activity. | *REQUIRED TOTAL: Counseling, therapy, or other care performed by a licensed professional: Individuals receiving |
| | | *REQUIRED TOTAL: Counseling, therapy, or other care performed by a licensed professional: Hours delivered |
| | | Licensed counseling/therapy: Individuals assessed |
| | | Licensed trauma-informed therapy: individuals receiving |
| | | Licensed treatment for mental health disorders: Individuals receiving |
| | | Licensed counseling/ therapy AFTERCARE: Individuals receiving |
| | | Sexual Assault Response Teams (SART) (MUST include a law enforcement representative, medical professional, and community-based advocate): Individuals receiving COORDINATED CARE |
| | | Multi-disciplinary care teams: Individuals receiving care |
| | | Sexual assault exams performed by a certified Sexual Assault Nurse Examiner (SANE): Individuals receiving |
| | | Sexual assault exams performed by someone other than a certified Sexual Assault Nurse Examiner (SANE): Individuals receiving |

| Activity | Definition | Measure |
|---|---|---|
| **Emergency Shelter, Housing, or Transportation** | Emergency shelter, transitional housing, foster care support, etc.<br><br>Note: For almost all CJD grants, this is a prohibited activity. Consult the eligible funding areas or expenses in the funding announcement. | *REQUIRED TOTAL: Emergency shelter, housing, or transportation: Individuals provided/referred-to/assisted |
| | | Emergency shelter: Adults referred |
| | | Emergency shelter: Children (under 18) referred |
| | | Emergency shelter: Adults provided |
| | | Emergency shelter: Children (under 18) provided |
| | | Emergency shelter: Total nights provided to all adults |
| | | Emergency shelter: Total nights provided to all children (under 18) |
| | | Transitional housing: Adults referred |
| | | Transitional housing: Children (under 18) referred |
| | | Transitional housing: Adults provided |
| | | Transitional housing: Children (under 18) provided |
| | | Housing: Adults referred |
| | | Housing: Children (under 18) referred |
| | | Foster care homes receiving assistance/ training |
| | | Victims transported to services, housing, or criminal justice activities |
| | | Victims assisted with developing safety plans (residential/ shelter) |
| **Equipment and Technology** | Includes equipment acquisition and training specifically on the equipment/technology purchased with grant funds. | *REQUIRED TOTAL: Equipment or technology: Organizations directly using |
| | | *REQUIRED TOTAL: Equipment or technology: Individuals/ operators equipped |
| **Instruction and Support for Life, Social, or Emotional Skills** | Instruction for program participants, targeted populations, at-risk populations, etc., to develop life, social or emotional skills.<br><br>Training for criminal justice system professionals should be entered under the "training and professional development" activity. | *REQUIRED TOTAL: Instruction or support for life, social, and emotional skills: Individuals receiving |
| | | *REQUIRED TOTAL: Instruction or support for life, social, and emotional skills: Individuals receiving: Hours delivered |
| | | Instruction in parenting skills: Individuals receiving |
| | | Instruction in non-parenting family skills: Number of CHILDREN under 18 receiving |

| Activity | Definition | Measure |
|---|---|---|
| **Legal Assistance** | Assistance - performed by lawyers or others - with civil legal issues. Does NOT include advocacy or accompaniment in criminal cases. | *REQUIRED TOTAL: Legal assistance: Individuals receiving |
| | | *REQUIRED TOTAL: Legal assistance: Hours delivered |
| | | Legal assistance in obtaining protective orders: Individuals receiving |
| | | Legal assistance with crime victim compensation applications: Individuals receiving |
| | | Legal assistance with restitution petitions or applications: Individuals receiving |
| **Program Evaluation and Assessment** | Evaluation of criminal justice programs and assessment of organizational or system effectiveness, needs, and/or appropriate responses. | *REQUIRED TOTAL: Program evaluation and assessment: Programs assessed |
| **Targeted Prosecution or Investigation** | The investigation or prosecution of specific populations or crimes by a law enforcement agency or prosecutor's office.<br><br>See Licensed Counseling, Therapy, or Other Care for Sexual Assault Response Team activities. | Forensic interviews performed by a law enforcement officer or prosecutor: Individuals interviewed |
| **Training, Professional Development, or Technical Assistance Received** | Training and professional development for professionals or volunteers in the criminal justice system (including victim services) within the applicant's organization. Or, technical assistance to help organizations execute programs more effectively and/or efficiently. Training or outreach the general public or targeted populations should be under the "Life, Social and Emotional Skills Development" activity. | *REQUIRED TOTAL: Training, professional development, or technical assistance: hours received |
| | | Training or professional development: Hours received |
| | | Training or professional development: Individuals received |
| | | Technical assistance: Hours received |

# Appendix F: Eligible Funding Areas

The following areas are eligible under this funding announcement.

## Crisis Services

Types of services that respond to immediate needs of crime victims. Such as: (1) crisis intervention services, (2) accompanying victims to hospitals for medical examinations, (3) Hotline counseling, (4) safety planning, (5) emergency food, shelter, clothing, and transportation, (6) short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed, (7) short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available, (8) window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety, (9) costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's – or in the case of a minor child, the victim's parent's or guardian's – health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed, and (10) emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights.

## Equipment

Furniture and equipment integral to the delivery of direct services. Examples include, mobile communication devices, telephones, braille and TTY/TDD equipment, computers and printers, video cameras and recorders for documenting and reviewing interviews with children, two-way mirrors, colposcopes, digital cameras, and equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. All expenses under this funding announcement must only include only the prorated share of an item that is used exclusively for victim-related activities.

## Forensic Interviews

Forensic interviews, with the following parameters: (1) results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services, (2) interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center, and (3) the interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.

## Legal Advocacy

The provision of services and payment of costs that help victims participate in the criminal justice system and in other public proceedings arising from the crime (e.g., juvenile justice hearings, civil commitment proceedings), including, but not limited to: (1) advocacy on behalf of a victim, (2) accompanying a victim to offices and court, (3) transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding, (4) interpreting for a non-witness victim who is deaf or

hard of hearing, or with limited English proficiency, (5) providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding, (6) notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings), (7) assistance with Victim Impact Statements, (8) assistance in recovering property that was retained as evidence, (9) assistance with restitution advocacy on behalf of crime victims, and (10) transportation of victims to participate in criminal justice proceedings.

### Licensed Counseling and Therapy

Out-patient therapy/counseling (including, but not limited to, substance-abuse treatment so long as the treatment is directly related to the victimization) provided by a person who meets licensing or certification standards to provide these services in the jurisdiction in which the care is administered.

### Peer Support Groups

Activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support.

### Personal Advocacy and Emotional Support

Support such as (1) working with a victim to assess the impact of the crime, (2) identification of victim's needs, (3) case management, (4) management of practical problems created by the victimization, (5) identification of resources available to the victim, (6) provision of information, referrals, advocacy, and follow-up contact for continued services, as needed, (7) traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga) and (8) transportation of victims to receive services.

### Public Presentations and Outreach

Public awareness and education presentations (including, but not limited to, the development of presentation materials, brochures, newspaper notices, and public service announcements in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance.

### Legal Assistance

Legal assistance services (including, but not limited to, those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization. Such services include, but are not limited to: those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding, (2) motions to vacate or expunge a conviction, or similar actions, where the jurisdiction permits such a legal action based on a person's being a crime victim (such as for victims of human trafficking previously convicted of a prostitution conviction), and (3) those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization. CJD prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. CJD will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

## Multi-Disciplinary Teams and Case Coordination

Activities that support a coordinated and comprehensive response to crime victims needs by direct service providers, including, but not limited to, payment of salaries and expenses of direct service staff serving on child and adult abuse multi-disciplinary investigation and treatment teams, coordination with federal agencies to provide services to victims of federal crimes and/or participation on statewide or other task forces, work groups, and committees to develop protocols, interagency, and other working agreements.

## Prevention Programs

Activities targeting at-risk groups within the general population for the purpose of educating individuals on crime victim issues, enhancing intervention skills and/or increasing awareness for crime victim services available.

## Program Evaluation

Third-party evaluations of programs to determine the effectiveness of the applicant's project. Evaluations that measure the effective implementation of already proven models (or program components, such as needs assessment or performance measurement) will be more limited in scope. Evaluations that measure the effectiveness of new or altered models may need to be more significant to produce the data and evidence necessary for others to potentially implement the same model and to further strengthen the greater body of knowledge regarding criminal justice and victim services programs. CJD is committed to developing evidence-based best and applicants are encouraged to, where appropriate, try new and innovative approaches and to include rigorous program evaluations in their project budgets.

## Rural Victim Services Vehicles

Victim services providers serving rural areas may apply for funds to purchase vehicles under this funding announcement to help support crime victims in rural areas by decreasing the fiscal burden of these programs while increasing transportation capacity.

**Background:** Rural areas often struggle with providing crisis-related transportation services for victims of domestic violence and sexual assault. Geographic location may make the use of public transit limited or non-existent. In light of this, programs perform drastic coordination efforts to contract with the most accessible mass transit agency, provide vouchers, cash, tokens, bus and/or taxi fares – all of which have the potential to fiscally strain these programs.

**Organizational Eligibility:** Applicants seeking grant funds for purchase of a vehicle must a) be a rape crisis center, emergency shelter, other non-profit, non-governmental organization or tribal program (e.g. transitional housing) with a primary focus of providing direct supportive services to domestic violence and/or sexual assault victims/survivors; and be located in a rural area. For the purpose of this funding announcement, "rural area" is defined as (1) a county with a population of 50,000 or less; or (2) a relatively large, isolated, and sparsely populated area in a county with a population of more than 50,000 (Ch.773.0045, Health and Safety Code).

Note: In rare circumstances, victim service providers who serve a large population of rural victims who do not have reasonable access to victim services via public or other means of transportation, may be eligible to apply at the sole discretion of CJD.

**Purchase-Specific Requirements:** Applicants receiving funds to purchase vehicles under this funding announcement must comply with the following requirements, which are hereby incorporated into the grant agreement, and by certifying their grant application, applicants certify their compliance:

1) An agency policy and procedure on vehicle usage must be developed and uploaded into eGrants prior to requesting reimbursement;
2) Transportation funds will supplement, not supplant, any local transportation services;
3) Agencies will adhere to Texas transportation safety rules and protocols;
4) Expenditures will align with Texas requirements for adequate insurance coverage for licensed motorists; and
5) Upon purchase of the vehicle, a copy of the bill of sale must be uploaded into eGrants.

### Shelter

Temporary residential living arrangements in a safe and secure setting with support and advocacy services provided by qualified staff.

### Technology

Technology purchases that facilitate the provision of direct services to victims, principally to improve case management capabilities.

### Victim-Offender Meetings

Activities in support of opportunities for crime victims to meet with perpetrators, including, but not limited to, tribal community-led meetings and peace-keeping activities, if such meetings are requested or voluntarily agreed to by the victim (who may, at any point, withdraw) and have reasonably anticipated beneficial or therapeutic value to crime victims. At a minimum, the following should be considered: (1) the safety and security of the victim; (2) the cost versus the benefit or therapeutic value to the victim; (3) the procedures for ensuring that participation of the victim and offenders are voluntary and that the nature of the meeting is clear; (4) the provision of appropriate support and accompaniment for the victim; (5) appropriate debriefing opportunities for the victim after the meeting; and (6) the credentials of the facilitators.

# About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where are always ready with answers, not burdensome restrictions or requirements.

CJD makes over $250 million in funding available to hundreds of organizations during state fiscal year 2017 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

# Notice of Funding Availability from CJD

1 message

**HLS** <hls@lrgvdc.org> Thu, Jan 5, 2017 at 2:49 PM

## Funding Availability

The Criminal Justice Division (CJD) of the Governor's Office is soliciting grant applications for the 2018 grant cycle.

## Due Dates

Applications **must** be certified by the applicant agency's Authorized Official no later than **5 PM CST** on the following date(s):

**Monday, January 16, 2017**

- Body Worn Camera Program
- National Incident-Based Reporting System

**Monday, February 20, 2017**

- Building Capacity to Recover and Restore Survivors of Child Sex Trafficking
- Crime Stoppers Program
- General Victim Assistance Direct Services Program (VOCA) Victim Assistance Program #2924302
- Justice Assistance Grant (JAG) Program
- Juvenile Justice - Local Projects
- Juvenile Justice - Statewide Projects
- Residential Substance Abuse Treatment (RSAT) Program
- Specialty Courts Program
- Specialty Courts Training and Technical Assistance Program
- Truancy Prevention and Intervention
- Violence Against Women Justice and Training Program (VAWA) Domestic Violence Specialty Prosecutor # 2931303

**Wednesday, August 30, 2017**

- County Essential Services Program

## Submission Process

There are three phases to development of an application:

**Create** - direct your Grant Writer to create and complete the initial application;

**Submit** - your Grant Writer will then submit the initial application to CJD online which notifies the Authorized Official by email;

**Certify** - once the application content - as submitted by the Grant Writer - has been approved by your organization, ask the individual assigned as the Authorized Official to certify to send the official application for funding consideration to CJD online in eGrants.

***IMPORTANT NOTE: An application must be certified by the Authorized Official before it is accepted by CJD for funding consideration. Applications not certified by the due date/time will not be considered for funding.***

## eGrants Help Desk

If you need further assistance or clarification on how to complete, submit, or certify an application, please email us at eGrants@gov.state.tx.us. Other services provided include new and existing account management; password resets; navigating within eGrants; and resolving website and other technical issues.

## Resources

Detailed funding information and a calendar listing available funding is located here - https://eGrants.gov.texas.gov/fundopp.aspx. Further guidance on how to apply online can be found here - https://eGrants.gov.texas.gov/updates.aspx.

Should you have any questions, please feel free to contact our office.

Respectfully,

**Dennis G. Moreno**

Lower Rio Grande Valley Development Council

Planner - Homeland Security & Criminal Justice

301 W. Railroad ST.

Weslaco, TX 78596

Tel: (956) 682-3481 Ext. 177

Fax: (956) 682-3295

www.lrgvdc.org

**COUNTY OF HIDALGO**

**Resolution in Support of**
**Victim Assistance Program Grant**

**WHEREAS,** The County of Hidalgo and the Hidalgo County District Attorney's Office finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DA's Office – Victim Assistance Program Grant be operated for the September 1, 2017 thru September 30, 2019; and

**WHEREAS,** The County of Hidalgo Commissioners Court agrees to provide applicable matching funds for the said project as required by the Texas Office of the Governor Criminal Justice Division grant application; and

**WHEREAS,** The County of Hidalgo Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, the County of Hidalgo Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS,** The County of Hidalgo Commissioners Court designates Ramon Garcia, Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the County of Hidalgo Commissioners Court approves submission of the grant application for the Hidalgo County DA's Office – Victim Assistance Program Grant to the Office of the Governor, Criminal Justice Division.

Approved the 6th of February, 2017

Grant Number: 2924302

RAMON GARCIA
County Judge

DAVID L. FUENTES
County Commissioner, Pct. 1

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

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**Agency Name:** Hidalgo County
**Grant/App:** 2924302 **Start Date:** 9/1/2017 **End Date:** 9/30/2019

**Project Title:** Hidalgo County DA's Office-Victim Assistance Program
**Status:** Application Pending Submission

## Profile Information

**Applicant Agency Name:** Hidalgo County
**Project Title:** Hidalgo County DA's Office-Victim Assistance Program
**Division or Unit to Administer the Project:** Hidalgo County District Attorney's Office
**Address Line 1:** 100 N. Closner, Room 303
**Address Line 2:**
**City/State/Zip:** Edinburg Texas 78539-3563
**Start Date:** 9/1/2017
**End Date:** 9/30/2019

**Regional Council of Goverments(COG) within the Project's Impact Area:** Lower Rio Grande Valley Development Council
**Headquarter County:** Hidalgo
**Counties within Project's Impact Area:** Hidalgo

**Grant Officials:**
**Authorized Official**
**User Name:** Ramon Garcia
**Email:** ramon.garcia@co.hidalgo.tx.us
**Address 1:** 302 W. University
**Address 1:**
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2600 Other Phone:
**Fax:** 956-318-2699
**Title:** Mr.
**Salutation:** Judge
**Position:** Hidalgo County Judge

**Project Director**
**User Name:** Ricardo Rodriguez
**Email:** ricardo.rodriguez@da.co.hidalgo.tx.us
**Address 1:** Hidalgo County Courthouse
**Address 1:** 100 N. Closner, Room 303
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2300 Other Phone: 956-318-2310
**Fax:** 956-318-2078
**Title:** The Honorable
**Salutation:** Mr.
**Position:** Criminal District Attorney

**Financial Official**
**User Name:** Ray Eufracio
**Email:** ray.eufracio@auditor.co.hidalgo.tx.us
**Address 1:** 2808 S. Business Hwy 281
**Address 1:**
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2511 Other Phone: 956-318-2535
**Fax:** 956-318-2577
**Title:** Mr.
**Salutation:** Mr.
**Position:** County Auditor

**Grant Writer**
**User Name:** Rosie Martinez
**Email:** rosa.martinez@da.co.hidalgo.tx.us

**Address 1:** 100 E Cano
**Address 1:** Administrative Bldg 2nd Floor
**City:** Edinburg, Texas 78539
**Phone:** 956-292-7616 Other Phone: 956-569-0231
**Fax:**
**Title:** Ms.
**Salutation:** Ms.
**Position:** Victims Unit Director

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

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**Agency Name:** Hidalgo County
**Grant/App:** 2924302 **Start Date:** 9/1/2017 **End Date:** 9/30/2019

**Project Title:** Hidalgo County DA's Office-Victim Assistance Program
**Status:** Application Pending Submission

## Grant Vendor Information

**Organization Type:** Unit of Local Government (City, Town, or Village)
**Organization Option:** applying to provide direct services to victims only
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007176041
**Data Universal Numbering System (DUNS):** 103110834

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

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**Agency Name:** Hidalgo County
**Grant/App:** 2924302 **Start Date:** 9/1/2017 **End Date:** 9/30/2019

**Project Title:** Hidalgo County DA's Office-Victim Assistance Program
**Status:** Application Pending Submission

## Narrative Information

### Introduction

This application covers grant applications for funds administered by CJD under the funding announcements for the General Victim Assistance – Direct Services Program (VOCA), Violence Against Women Justice and Training Program (VAWA), Building Capacity to Recover and Restore Survivors of Child Sex Trafficking (VOCA-CST), and Sexual Assault Services Program (SASP). See the relevant CJD funding announcement (linked above under "OOG Solicitation") for application instructions.

**WARNING:** This application has changed significantly since last year. It is essential to review the funding announcement (linked above) for instructions specific to each grant program. The funding announcements may require certain information – especially under the project narrative boxes – that your application may be considered incomplete without, resulting in the application being declared invalid and ineligible for funding.

Unless otherwise specifically instructed, DO NOT UPLOAD ATTACHMENTS with further information. Use the space provided here to address any aspects of the project you consider relevant.

### Section 1: Program-Specific Questions

**A. Culturally Competent Victim Restoration**

**Guidance**
Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.
The number one priority of the Hidalgo County Victim Assistance Program is to address the trauma and problems encountered by victims of violent crime (e.g., sexual assault-rape, survivors of homicide, robbery, human trafficking, DUI/DWI, child abuse, domestic violence, assault and witnesses of violent crime etc.) located in and around Hidalgo County. How quickly and efficiently we address this issue is critical in determining how victims cope, with the immediate crisis and their recovery from the crime. Victim restoration can only be achieved when communities are sensitive to the care and safety of individuals who have been victimized while simultaneously holding offenders accountable for their crimes. Crime victims in Texas say that they were most affected by the psychological and emotional aspects of the victimization (Crime Victims' Institute, 1998). Victims of violent crime suffer from physical, mental, psychological, and financial hardship during and after their victimization. Every day in Hidalgo County, violent crime turns innocent people into crime victims. This violence tears at the heart of trust in interpersonal relationships. As the prosecuting entity, we represent the interests of the state at all hearings throughout the trial process. While the prosecutor does not directly represent the victim, per se, he or she should take into consideration the victims' needs and concerns, inform them of their rights under law, and help them exercise these rights. In addition to ensuring victims' rights and assisting in obtaining restitution and compensation, representatives of the Hidalgo County Victim Assistance Program counsel crime victims and their families, provide referrals to social agencies and encourage utilization of services, assist crime victims through the difficult court process, and help promptly return property used in evidence. Hidalgo County Victim Assistance Program will also partner with the following organizations: CASA, Crisis Center, Rape Crisis Center, CPS, law enforcement first responders. They will provide prevention and community education awareness of victims rights during October for Domestic Violence Awareness, February for Teen Dating Violence Awareness and April for Crime Victims Rights Week. With the creation of these types of community networks that build lasting partnerships, multiple stakeholders will link services, minimize the duplication of services/recordkeeping, and reduce trauma, while holding offenders accountable for their crimes, thereby, making a significant impact on the community's safety and peace of mind.

**B. Culturally Specific and Underserved Populations**

**Guidance**
Following are relevant definitions needed to answer this question.
- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u–6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a **YES** response in the section below.)
X Yes
_ No

If you answered **'YES'** above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter **'N/A'**.
There are geographical and social isolation of victims, language barriers, and lack of financial resources, and/or cultural or religious beliefs that may prevent some crime victims from obtaining services. Our population is predominately Hispanic or foreign-born individuals residing in the Hidalgo County community. Low education rates and economic challenges are severe for our community. Social service agencies, law enforcement, civil and criminal justice systems collaborate to develop better strategic, meaningful partnerships to address the needs of crime victims.

**C. Victim Referral Process**

Describe how victims are referred to your agency.
Victims are referred by the community based organizations, governmental agencies such as Child Protective Services (CPS), Office of the Attorney General Child Support Division, Department of Human Services, law enforcement agencies throughout the county, medical and mental health providers, universities and school districts.

**D. Relevance to Priorities**

Provide a brief explanation regarding the proposed project's relevance to any or all of the following priorities. If none of these items apply enter **'N/A'**

Improving the criminal justice system response.
Addressing violent crime requires a comprehensive and collaborative response between law enforcement, prosecutors, victim service providers and the community. In order to improve the criminal justice system response to victim of crime the Hidalgo County Criminal District Attorney's Office created the Victims Unit in April of 2015. The Victims Unit has assigned a Legal Counsel Attorney to assure that victims are afforded their victim's rights granted to them under the Texas Criminal Code of Procedure Chapter 56. In addition this funding will create 4 Victim Advocate positions that will be assigned to the program to provide direct victim services to help them through the prosecution process. Victims will be given the opportunity to participate in the criminal justice proceedings and receive information about their case. The HCDA-Victims Unit staff will work with the Felony, Misdemeanor, Civil, Juvenile and Special Crimes Division of the Hidalgo County District Attorney's Office, the local Domestic Violence Shelter and the local police departments to ensure investigation and prosecutions are handled in a professional manner. In addition, the HCDA Victims Unit staff works with the Texas Department of Criminal Justice- Victims Services Division to ensure that victims receive post sentence services after the case is disposed in our office.
Improve court services regarding domestic violence, sexual assault, dating violence, and stalking.
Victims of domestic violence, sexual assault, and stalking will receive information on how to obtain a protective order; a safety plan will be provided and explained to victims in a language they can understand. The victim advocate will assist victim in applying for Crime Victims Compensation and with relocation process (once it is approved by CVC). They will be referred for immigration relief and legal counsel with the HCDA-Victims Unit Legal Counsel/ attorney. Victims will be accommodated with bi-lingual court information and if needed with a translator for all criminal proceedings. Victims will be registered with the VINE system to maintain them informed of criminal justice proceedings and will be referred with post sentence services with TDCJ to continue victim services after case has been disposed. The HCDA Office has implemented a procedure for victims that want to sign Affidavit's Of Non-Prosecution. If a victim requests an ANP the victim is required to meet with a victim advocate and a safety plan is provided and explained. The victim will be offered assistance to obtain a protective order and any victim services to achieve victim restoration and safety. If the victim decides to file the ANP, they will be required to meet with the prosecutor to receive information about the criminal case. This procedure was implemented in an effort to educate victims on services available and to offer them a safety plan in an effort to improve the court services available for victims of domestic violence sexual assault, and stalking
Strengthen victim restoration.
Victims will be assisted in their restoration process giving priority to victim safety. Victims will be referred to local community based programs to ensure that they receive public assistance and services to help them live a life free of violence. Victims will be referred to the local Food Bank, Workforce Centers, Crime Victims Compensation, Counseling and Therapy Services, Office of the Attorney General to access child support safely, and to public housing to obtain a stable environment. Victims will be assisted with Crime Victims Compensation and relocation services, once CVC is approved.
Increase collaboration and communications across all levels of government and among all victims services.
The Legal Counsel Attorney and the Victims Unit Director will continue to increase collaboration and communication across all levels of government and community based victim services. Duties of the Legal Counsel Attorney will continue to include assisting victims in obtaining protective orders, providing legal remedies for victims, referring victims to meet with a victim advocate, coordination with local law enforcement agencies. The Legal Counsel Attorney and Victim Advocates will collaborate with community based victim services agencies and will coordinate community responses to address violent crime in our region. The Victims Unit will remain victim centered and will work directly with victims to help them through the prosecution process and provide them with information and referral to community base agencies.

**E. Sustainment**

How many additional years, beyond this request, do you plan to request continuation funding?
10
1) If you entered three (3) years or fewer, provide a brief explanation of your sustainment plan (if you entered more than three years or the project will not be sustained, enter **'N/A'**):
N/A
2) If you entered more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible (if you entered three years or fewer or the project will not be sustained, enter **'N/A'**):
The Victims Unit was established under the new administration of Mr. Ricardo Rodriguez Jr., Hidalgo County Criminal District Attorney, in April of 2015. This is a new project and it was made possible with VOCA funds. Hidalgo County has a high incidence of domestic violence cases and violent crime and without this funding we will not be able to provide this crucial program to help victims.

**F. Rural Victim Services**

Does your project serve victims in rural areas or rural counties, as defined by the Texas Health and Safety Code*?

* Texas Health and Safety Code and Title 25, Health Services Section of the Texas Administrative Code, define "rural area" as (1) a county with a population of 50,000 or less; or (2) a relatively large, isolated, and sparsely populated area in a county with a population of more than 50,000.
X Yes
_ No

If you answered **'YES'** above, list the counties or areas of service below and their populations to demonstrate how the definition of "rural area" is met. If you answered **'NO'** above, enter **'N/A'**.
Hidalgo County with a population of 842, 304

**G. Vehicle Purchases**
VOCA applicants seeking grant funds for the purchase of a vehicle must describe below:
1) What are the current program transportation needs that will be addressed with vehicle purchases under this project;
2) What evidence exists to support the need for transportation funding that is specific to the program site;
3) What current transportation services exist at each specific program site and how will these current services be enhanced;
4) What transportation services will be provided; and
5) How the grantee will ensure the safe transportation of victims/survivors to and from the program site.

If this application does not seek funds for the purchase of a vehicle, enter **'N/A'**.

***NOTE:*** *Applications for vehicle funds are only accepted from those providing direct services to victims in rural areas. Further restrictions apply. See the "Rural Victim Services Vehicle" section of the VOCA funding announcement for more information.*
N/A
**H. Applicants Performing Sexual Assault Forensic Exams**
If an applicant is currently performing sexual assault forensic exams as any part of their current operations, provide the following information regarding the 12 months prior to submitting the application (enter "0" for all fields if the applicant does not currently perform sexual assault forensic exams).

Number of victims referred for an exam that did not complete one:
0
Number of report exams performed:
0
Number of non-report exams performed:
0
**I. Evaluation Projects**
This section regards any evaluation budget line item and/or selection of "Program Evaluation" as a project activity.

**Tier-One Evaluations**
Evaluations of programs that have been implemented and the evaluations will test the fidelity of the program based on proven models or best-practices. The evaluation also will review available program output and outcome information.

Does this application include a tier-one evaluation?
_ Yes
_ No

If you answered **'YES'** above, describe below the best practices/model to be used in a fidelity and performance evaluation, the goal(s) of the evaluation, and why it is needed. If you answered **'No'** above, enter **'N/A'**.
**Tier-Two Evaluations**
Evaluations directed at measuring the effectiveness of proposed new program models or significant changes in present program models. The goal of tier-two evaluations is both to measure the program's effectiveness and to produce data and evidence necessary for others to replicate the program models and to develop best practices that CJD can use in supporting similar efforts.

Does this application include a tier-two evaluation?
_ Yes
_ No

If you answered **'YES'** above, describe below why this new program model is needed and the goal(s) of the evaluation. If you answered **'No'** above, enter **'N/A'**.

_ If you answered **NO** to both questions above, check this box.

**J. Child Sex Trafficking Victim Project Type**
For applicants applying to serve victims of child sex trafficking, select the project type below (see Building Capacity to Recover and Restore Survivors of Child Sex Trafficking Funding Announcement for definitions and requirements).
_ Community-based drop-in program
_ Specialized foster care program
_ Advocacy program
_ Project serves victims of child sex trafficking, but application is under the General Victim Assistance – Direct Services Program Funding Announcement and is not one of the above three project types
_ Project does not serve victims of child sex trafficking

## Section 2: Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

**A. Forensic Medical Examination Payments**
Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

**B. Confidentiality and Privacy**
Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

**C. Civil Rights Liaison**
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.
Enter the Name of the Civil Rights Liaison:
Rosie Cantu
Enter the Address for the Civil Rights Liaison:
100 E Cano Edinburg, Texas 78539 2nd Floor
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
9562927604 ext 8085

**D. Activities that Compromise Victim Safety and Recovery**
Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

**E. Legal Assistance for Victims (LAV) Certification**
The applicant certifies that it meets the following federal statutory requirements in regards to the provision of legal advocacy:
(1) Any person providing legal assistance through a program funded under this VAWA Program
(a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or
(b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
(2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.
(3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.
(4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Does the applicant meet the criteria outlined above?
X Yes
_ No

**F. Polygraph Testing Prohibition**
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

**G. Protection Orders**
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

**H. Offender Firearm Prohibition**
Per 18 USC § 992(g), offenders convicted of a felony or misdemeanor level crime of domestic violence and anyone subject to a domestic violence protective order is prohibited from possessing a firearm.

**I. Criminal Charges**
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

**J. Uniform Crime Reports**
Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the previous year.

**K. Criminal History Reporting**
The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015.

**L. Immigration and Customs Enforcement Requests**
The full text of this certification can be found here. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement.

All applicants must select one of the following options:
_ Applicant is not a county or municipal government
_ Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time
X Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
_ Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found on the aforementioned CJD website. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

**M. Immigration Legal Services**
CJD prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. CJD will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

**N. Services to Victims of Crime**
Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security. If the application is for a project that serves victims of sexual assault, applicant agrees to provide services to victims of sexual assault which includes providing core services, direct intervention, and related assistance to victims of sexual assault in order to assist with their recovery from the physical and psychological trauma of rape and sexual assault.

**O. Volunteers**
If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless CJD determines that a compelling reason exists to waive this requirement.

**P. Crime Victims' Compensation**
Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

**Q. Community Efforts**
Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

**R. Records**
Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

**S. Civil Rights Information**
Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

**T. Victims of Federal Crime**
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

**U. No Charge**
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

**V. Discrimination**
Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

**W. Effective Services**
Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources. (See "Capacity & Capabilities" instructions in the Funding Announcement.)
**Overall Certification**
Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
**X I certify to all of the application content & requirements.**

## Project Abstract :

This project will fulfill the requirement of the Hidalgo County Criminal District Attorney's Office to designate a Victim Assistance Coordinator

or Victim Advocate in accordance with Article 56.05(c) of the Texas Code of Criminal Procedure to perform duties imposed by Chapter 56: Rights of Crime Victims. The Victim Advocate positions that will be created with this funding will have the duty to ensure victims are afforded their victim's rights during the prosecution process. The Victim Advocates will assist victims in the notification process and give to the victim notice of any scheduled court proceedings, changes in that schedule, the filing of a request for continuance of a trial setting, and any plea agreements to be presented to the court. In addition they will provide victims with assistance in submitting a victim impact statement, applying for crime victim's compensation, registering for VINE, referring victims for post sentence services with the Texas Department of Criminal Justice. Explaining victims the criminal justice process, court ordered restitution, judgments, provide victims with court accompaniment only upon request of victim, serve as a liaison between the prosecutor and the victim. Assist victims with applications for protective orders and safety planning. The victim advocates will provide services to victims in the Felony, Misdemeanor, Civil, and Juvenile Divisions. Victims will be provided with information and referral on how to access community based services and other legal remedies available for them. The Legal Counsel Attorney will assist victims in filing for protective orders and providing additional legal counsel on family law for information on divorce, child custody, child support, emergency protective orders, and immigration relief for undocumented victims of crime. In addition, the HCDA Victims Unit staff will work with the local law enforcement agencies that do NOT have a crime victim liaison on staff to provide services to victims of crime. In addition, this funding will create a Prevention Education Coordinator that we will provide training to the law enforcement agencies in special topics that address working with victims of crime. Such trainings will include, enhancing victim safety and safety planning, human trafficking, working with survivors of homicide victims, dynamics of family violence and sexual assaults, protective orders, criminal justice process, post sentence services, crime victims compensation, and victims' rights. The grant will have collaboration with the Lower Rio Grande Development Council/ Regional Police Academy to provide training to law enforcement officers, criminal justice professionals, and crime victim liaisons at the police departments. We will start the first Victim Assistance Academy in our region. This academy will be a 40 hour training that will be provided free of charge. It will include foundational victim assistance training focused on victim-centered service delivery and professional development that complements other victim services initiatives and enables victim advocates to acquire baseline professional skills. Completion of the training will provide victim services professionals with the necessary tools for providing consistent and appropriate services to crime victims, working collaboratively with partner agencies when serving victims, and providing a model of professionalism for victim service practitioners who serve our community and enhance our quality of life for the victims of Hidalgo County. Our target audience for the Victim Assistance Academy will be victim services advocates (those with less than 3 years experience), as well as other criminal justice professionals such as crime victim liaisons, probation and parole officers, prosecutors, and law enforcement officers a certificate of completion will be given to the student when the 40 hour training is completed and the corresponding quizzes and evaluation are submitted. The Victim Assistance will be a 5 day/ 40 hour training that will cover the following modules: 1. Ethics in Victim Services 2. Crime Victim's rights 3. Workings with victims of crime: Family Violence, Sexual Assault, Child Abuse, Human Trafficking, and Survivors of Homicide Victims 4. Dynamics of Family Violence & Safety Planning 5. Protective Orders, Emergency Magistrate Orders & Bond Conditions 6. The Criminal Justice System 7. Crime Victims Compensation 8. Types of Victim Services- community based services, judicial services, and post sentence services 9. Victim Advocacy and Community Collaboration 10. Crisis Intervention & Communication Skills 11. Culture Competency, Diversity and Inclusion 12. Vicarious Trauma & Self Care

### Problem Statement :

Hidalgo County has 24 local law enforcement agencies and only 9 Crime Victims Liaisons. This translated to 15 law enforcement agencies that do NOT have a Crime Victim Liaison to respond and provide victim assistance to victims of crime in our region. This lack of victim services in turn creates a wide gap of services available to victims of crime in the onset of the crime. Many victims do NOT receive the much needed services to help them cope and deal with the victimization. The Texas Department of Criminal Justice Crime Victim Assistance Standards that were developed and distributed by the Texas Crime Victim Clearinghouse in accordance with Article 56.05(c) of the Texas Code of Criminal Procedure to aid Law Enforcement Officers and Attorneys Representing the State of Texas in performing duties imposed by Chapter 56 "Rights of Crime Victims" recommend that the each local law enforcement agency has the duty to designate one person to serve as the agency's crime victim liaison. Each agency shall consult with the victim assistance coordinator in the office of the attorney representing the state to determine the most effective manner in which the crime victim liaison can perform the duties imposed under Art. 56.04, CCP, Chapter 56. Art. 56.04(c). It is the duty of the Hidalgo County District Attorney's Office to designate a Victim Assistance Coordinator or Victim Advocates that will provide victim services to victims of crime in Hidalgo County. The Victims Unit staff is fulfilling the requirement of the TAC and in turn addressing the gap of victim services for victims in the criminal justice process. The HCDA will continue to work with local law enforcement agencies and victims to address the trauma and problems encountered by victims of violent crime (e.g., sexual assault-rape, survivors of homicide, robbery, human trafficking, DUI/DWI, child abuse, domestic violence, assault and witnesses of violent crime etc.) located in and around Hidalgo County. In addition, this grant will provide training to law enforcement officers, criminal justice professionals, and victim advocates to address the lack of training in our region.

### Supporting Data :

According to the Texas D.P.S. Uniform Crime report of 2015, there were a total of 5,505 cases of family violence incidents, 521 sexual assaults, 32 Murders, 348 forcible rape, and 1698 assaults reported to law enforcement agencies in Hidalgo County. In addition, the UCR report reflects that there was a total of 26,873 crimes reported to our local law enforcement agencies.

### Project Approach & Activities:

Target areas include 1) domestic violence assistance 2) dating violence 3) child abuse investigations and support 4) victims counseling and support services, to include secondary victims 5) sexual assault – counseling and support services, to include secondary victims 6) stalking and 7) elder abuse.

### Capacity & Capabilities:

### Performance Management :

The overall goal of this project is to reduce trauma and problems encountered by victims of violent crimes by providing immediate crisis intervention, case review, case tracking, judicial procedures, court accompaniment, victims' rights and compensation programs, and follow-

up services by using a victim-centered, multi-disciplinary team approach within 12 months of operations.

**Data Management:**

**Target Group :**

**Evidence-Based Practices:**

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**Project Title:** Hidalgo County DA's Office-Victim Assistance Program
**Status:** Application Pending Submission

## Project Activities Information

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

### Section 1: Program Enrolled/Served Population

This question is relevant for projects that serve or enroll specific individuals, rather than targeting the general public. This could include training, providing services, treatment programs, or offender programs. Please estimate the following for the project period, or if this does not apply to your project, enter "0" in each box.
Number of individuals NEWLY enrolled or BEGAN being served:
500
Number of carry-over individuals enrolled/being served in the program at the beginning of the project period:
0
Number of individuals who will successfully complete the program / full course of services:
500
Choose one:
X My program does not serve or enroll specific individuals
_ My program's typical designed (ideal) length is best measured in HOURS of services delivered/ enrollment for each individual
_ My program's typical designed (ideal) length is best measured in DAYS of services delivered/ enrollment for each individual

Enter the number of hours or days (depending on selection above) of the typical designed (ideal) length of the program for each individual. Enter "0" if you indicated that your program does not serve or enroll specific individuals:
0

### Section 2: Special Project Types and Information

Select all special project types that apply to your project.

Task forces: Project will support the operations and coordination activities of a task force.
_ Yes
X No

If you answered **'YES'** above, enter the name of the task force. If you selected **No**, enter **N/A**.
N/A
If you answered **'YES'** above, enter the agencies or organizations that participate in the above-named task force. If you selected **No**, enter **N/A**.
N/A
Gang activity: Project involves a focus specifically on gang activity.
_ Yes
X No

Transnational and organized crime: Project involves a focus specifically on transnational and organized crime.
_ Yes
X No

Border activities: Project involves a focus specifically related to the Texas-Mexico border.
_ Yes
X No

Human trafficking (select all that apply):
_ Project focuses on human trafficking
_ Project specifically focuses on trafficking of minors
_ Project specifically focuses on trafficking of adults
_ Project specifically focuses on sex trafficking
_ Project specifically focuses on labor trafficking
X Project does not have any particular focus on human trafficking

### Section 3: Juvenile Justice Projects

Select all categories that describe the project's juvenile crime activities. Definitions are available here.

_ Diversion
_ Mental health services
_ Aftercare/reentry
_ After-school programs
_ Alternatives to detention
_ Community-based programs and services
_ Delinquency prevention
_ Girl-focused services
_ School programs
_ Substance and alcohol abuse
_ Disproportionate minority contact
_ Mentoring, counseling and training programs
_ Job training
_ Aptitude testing
_ Diversion in a rural setting
X Project does NOT have a particular focus on juvenile crime

## Section 4: Campus-Based Projects

This project is based on – or serves – one or more specific educational campuses (K-12 or higher education).

How many TOTAL students at ALL campuses will be served by the project? (enter "0" if this project is not based on – or serves – specific educational campuses):
0
List each educational campus that will be served by this project. Enter **'N/A'** if this project is not based on – or serves – specific educational campuses.
N/A

## Section 5: Crime or Victim Type

This question is for justice projects that target specific crimes and ALL victim services projects. Others may enter "100" under "All other crimes". Applicants to serve victims of or prosecute/investigate/prevent exclusively child sex trafficking victims should assign 100% to that category.

Select the type(s) of crime or crime victim this project targets and provide the percentage of time dedicated to each. Applicants with projects that target multiple-offense offenders or multiple-victimization victims should assign percentages that best describe the activity. Percentages may not exceed 100%.
Sexual assault (%):
15
Domestic abuse (%):
40
Child abuse (%):
5
DUI / DWI (crashes for victim services) (%):
5
Survivors of homicide (%):
10
Assault (%):
15
Adults molested as children (%):
0
Elder abuse (%):
1
Robbery (%):
2
Stalking (%):
2
Dating/acquaintance violence (%):
0
Human trafficking (%):
0
Child sex trafficking (%):
0
All other crimes (%):
5

## Section 6: Child Sex Trafficking

This section is only for projects serving victims of child sex trafficking. All others should enter "0" when asked to provide a number.

CJD acknowledges that grantees serving child sex trafficking victims may initially enroll, serve, or assess individuals who are eventually determined to be ineligible for services due to their age. For planning purposes, project the total number of victims expected to be served/enrolled that will be:
Under the age of 18:
0
Ages 18 – 22:
0
Over the age of 22:
0
As a component of your organization's victim services, do you offer direct medical care to victims?

_ Yes
_ No

Of the number of victims expected to be served/enrolled (see under Section 1 above), how many victims are projected to be served for:
Under 6 months:
0
6-12 months:
0
Over 12 months:
0
Estimate figures related to screenings and assessments:

Number of screenings for child sex trafficking victim status performed:
0
Number of individuals screened for child sex trafficking victim status:
0
Number of individuals screened with the result of "reason to believe" or "suspicions not confirmed":
0
Number of individuals assessed for victim-related needs:
0
Multi-disciplinary teams.

Number of expected regular team meetings:
0
Number of estimated emergency team meetings:
0
Wrap-around services:

Number of hours of wrap-around services provided to victims during regular business hours:
0
Number of hours of wrap-around services provided to victims outside of regular business hours:
0
Respite:

Number of nights of respite provided to foster children:
0
Number of respite episodes facilitated for foster families:
0

**Selected Project Activities:**

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---|---|---|
| Casework, Non-Licensed Counseling, Individual Advocacy, or Other Support | 50.00 | Victim Advocacy to assist the crime victim during the prosecution process. The services will respond to the victims emotional and physical needs. Assist victims in stabilizing their lives after victimization, assisting victims to understand the criminal justice system and allow them to participate in the prosecution process. Assist victims with Crime Victims Compensation, registration for VINE, post sentence services, Victim Impact Statements and obtain protective order. |
| Legal Assistance | 30.00 | The Attorney on staff will provide support, assistance and advocacy at any stage of the criminal justice process, to include assistance in filing for Temporary Ex-Parte and Final Protective Orders. Provide victims with an explanation of their victims right and afford their rights during the prosecution process. Attorney will provide legal counsel to victims of crime on other legal remedies available to them such as custody, divorces , child support, and establishing paternity. |
| Training, Professional Development, or Technical Assistance Received | 20.00 | The Victims Unit Director will coordinate and conduce training in collaboration with the LRGVDC Regional Police Academy for cadets, probation officers, court personnel, prosecutors, victim advocates, crime victim liasions, and law enforcement officers. In addition, she will conduct the Victim Assistance Academy, which will be a 40 hour training to include the following topics: Ethics in Victim Services, Crime Victim's rights, Workings with victims of crime: Family Violence, Sexual Assault, Child Abuse, Human Trafficking, and Survivors of Homicide Victims, Dynamics of Family Violence & Safety Planning, Protective Orders, Emergency Magistrate Orders & Bond Conditions,The Criminal Justice System, Types of Victim Services- community based services, judicial services, and post sentence services,Crime Victims Compensation, Victim Advocacy and Community Collaboration,Crisis Intervention & Communication Skills, Culture Competency, Diversity and Inclusion, Vicarious Trauma & Self Care. |

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## Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|---|
| *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered by EMPLOYEES | 1000 |
| *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered BY VOLUNTEERS | 0 |
| *REQUIRED TOTAL: Casework, non-licensed counseling, individual advocacy, or other support: Individuals receiving | 500 |
| *REQUIRED TOTAL: Legal assistance: Hours delivered | 600 |
| *REQUIRED TOTAL: Legal assistance: Individuals receiving | 200 |
| *REQUIRED TOTAL: Training, professional development, or technical assistance: hours received | 64 |
| Advocacy/ accompaniment / assistance for criminal justice system interactions: Victim individuals receiving | 500 |
| Advocacy/ accompaniment for medical care: Individuals receiving | |
| Case management or advocacy (general): Individuals receiving | 500 |
| Casework, non-licensed counseling, advocacy, or other support: Individuals receiving AFTERCARE | |
| Casework/support/care needs assessment NOT performed by a licensed therapist: Individuals receiving | |
| Legal assistance in obtaining protective orders: Individuals receiving | 100 |
| Legal assistance with crime victim compensation applications: Individuals receiving | 75 |
| | |

| | |
|---|---|
| Legal assistance with restitution petitions or applications: Individuals receiving | 50 |
| Mentoring (general): Individuals receiving | |
| Peer support (general): Individuals receiving | |
| Referrals to other agencies: Individuals referred | 250 |
| Technical assistance: Hours received | |
| Training or professional development: Hours received | 64 |
| Training or professional development: Individuals received | 200 |
| Victims assisted with developing safety plans (non-residential) | 500 |
| Victims-offender meetings: Victims participating | |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|---|---|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|---|---|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|---|---|

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## Source of Match Information

**Detail Source of Match/GPI:**

| DESCRIPTION | MATCH TYPE | AMOUNT |
|---|---|---|

**Summary Source of Match/GPI:**

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|---|---|---|---|---|
| $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

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## Budget Summary Information

**Budget Summary Information by Budget Category:**

| CATEGORY | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|---|---|---|---|---|---|
| Personnel | $408,979.95 | $103,245.03 | $0.00 | $0.00 | $512,224.98 |

**Budget Grand Total Information:**

| CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|---|---|---|---|---|
| $408,979.95 | $103,245.03 | $0.00 | $0.00 | $512,224.98 |

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**Agency Name:** Hidalgo County
**Grant/App:** 2924302 **Start Date:** 9/1/2017 **End Date:** 9/30/2019

**Project Title:** Hidalgo County DA's Office-Victim Assistance Program
**Status:** Application Pending Submission

## Section 1: Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

## Section 2: Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?
_ Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

## Section 3: Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?
_ Yes
_ No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
_ No
_ N/A

## Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
Enter the End Date [mm/dd/yyyy]:

## Section 5: Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount ($) of Federal Grant Funds:
Enter the amount ($) of State Grant Funds:

## Section 6: Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?
_ Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

## Section 7: Equal Employment Opportunity Plan

**Type I Entity**
Defined as an applicant that meets one or more of the following criteria:
- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity
- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the Certification Form and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

**Type II Entity**
Defined as an applicant that meets the following criteria:
- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.
- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
**Type III Entity**
Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
_ Type I Entity
_ Type II Entity
_ Type III Entity

## Section 8: Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
_ I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

## Section 9: FFATA Certification

**Certification of Recipient Highly Compensated Officers**
The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
_ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
_ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
Position 2 - Name:
Position 2 - Total Compensation ($):
Position 3 - Name:
Position 3 - Total Compensation ($):
Position 4 - Name:
Position 4 - Total Compensation ($):
Position 5 - Name:
Position 5 - Total Compensation ($):

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

1:36 PM

**Agency Name:** Hidalgo County
**Project Title:** Hidalgo County DA's Office-Victim Assistance Program
**Current Grant Manager:** Lester Brown

**Grant/App:** 2924302
**Status:** Application Pending Submission
**Current Program Manager:** Scott Kelly

**Start Date:** 9/1/2017
**End Date:** 9/30/2019
**Liquidation Date:**
**CFDA:** 16.575

**Fund Source:** VA-Victims of Crime Act Formula Grant Program
**OOG Solicitation:** VA17 General Victim Assistance Direct Services Program Announcement



## General Information and Instructions

## Grant Award Documents

Grantee Responsibilities Memo

Print Statement of Grant Award

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

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

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

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

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

| | | | |
|---|---|---|---|
| **Grant Number:** | 2924302 | **Award Amount:** | $408,979.95 |
| **Date Awarded:** | PREVIEW - NOT YET AWARDED | **Grantee Cash Match:** | $103,245.03 |
| **Grant Period:** | 09/01/2017 - 09/30/2019 | **Grantee In Kind Match:** | $0.00 |
| **Liquidation Date:** | 12/29/2019 | **Total Project Cost:** | $512,224.98 |
| **Program Fund:** | VA-Victims of Crime Act Formula Grant Program | | |
| **Grantee Name:** | Hidalgo County | | |
| **Project Title:** | Hidalgo County DA's Office-Victim Assistance Program | | |
| **Grant Manager:** | Lester Brown | | |
| **DUNS Number:** | 103110834 | | |

| | |
|---|---|
| **CFDA:** | 16.575 - Victims of Crime Act Formula Grant Program |
| **Federal Awarding Agency:** | U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime |
| **Federal Award Date:** | |
| **Federal/State Award ID Number:** | 2017-VA-GX-xxxx |
| **Total Federal Award/State Funds Appropriated:** | $185,614,610.00 |
| **Pass Thru Entity Name:** | Texas Office of the Governor - Criminal Justice Division (CJD) |
| **Is the Award R&D:** | No |
| **Federal/State Award Description:** | This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims |

List of Application Errors and Incomplete Information

| Item(s) that Need to be Resolved | Tab Name |
|---|---|
| Required: The Direct Deposit form must be uploaded before you can submit your application. | GrantVendor |
| Required: The New Payee ID form must be uploaded before you can submit your application. | GrantVendor |
| Required: The W9 form must be uploaded before you can submit your application. | GrantVendor |
| Required: Information regarding direct medical care. | Activities |
| Required: Information regarding contract compliance. | Documents |
| Required: Information regarding lobbying assurances. | Documents |
| Required: Information regarding lobbying assurances. | Documents |
| Required: Information regarding the grantee's fiscal year. | Documents |
| Required: Information regarding the grantee's fiscal year. | Documents |
| Required: Information regarding Sources of Financial Support. | Documents |
| Required: Information regarding Sources of Financial Support. | Documents |
| Required: Information regarding single audits. | Documents |
| Required: Information regarding EEOP Certification. | Documents |
| Required: Information regarding debarment certification. | Documents |
| Required: Information regarding annual gross revenue for FFATA. | Documents |
| Required: Information regarding executive compensation for FFATA. | Documents |
| Required: Information regarding evaluation or analysis project. | Narrative |
| Required: Information regarding Tier 1 description. | Narrative |
| Required: Information regarding Tier 2 evaluations. | Narrative |
| Required: Information regarding Tier 2 description. | Narrative |
| Required: Information regarding evaluation project. | Narrative |
| Required: Information regarding child sex trafficking program type. | Narrative |
| Required: All Narrative questions must be answered. | Narrative |
| Required: Information regarding the **Target Level** for ALL **OOG-defined Output Measure(s)**. . | Measures |
| Invalid: The **Cash Match Total** on **Budget Details** tab must equal the **Cash Match Total** on the **Source of Match** tab. Budget Details Total Cash Match: $103,245.00 / Source of Match Total Cash Match: $0.00 | Source of Match |

**AI-58258** **Constables** **7. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**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 Office - LBSP FY18 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY18 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.

2. Authorization for County Judge, as authorized official, to e-sign application under egrants as authorized official.

3. Approval of Resolution for LBSP 18 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents (grant period - September 1, 2017 - August 31, 2018).

**BACKGROUND**

Grant will be administered by the Office of the Governor's Homeland Security Grants Division HSGD).

## Fiscal Impact

**FISCAL YEAR:** 2018 **ACCT. #:** 7-1284-421-00-291-080-8-XXX

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

**BUDGETARY IMPACT:**

Approval to apply.

## Attachments

Resolution 2018

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:35 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Joe Espinoza | | Started On: 01/27/2017 10:53 AM |

Final Approval Date: 02/02/2017

RESOLUTION

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County Texas that the Local Border Security Program BL18 (LBSP 18) be operated for the period of September 1st, 2017 through August 31st, 2018; and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of Criminal Justice Division funds, Hidalgo County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County commissioners' Court approves submission of the grant application for the Local Border Security Program BL18 (LBSP 18) to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on _____ 2017

Grant # 2997503

Signed by:

_____

Ramon Garcia

Hidalgo County Judge

**AI-58236** **Constables** **7. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Martin Cantu, CONSTABLE PCT. #2

**Submitted By:** Norma Castrellon, CONSTABLE PCT. #2

**Department:** CONSTABLE PCT. #2

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**Information**

**CAPTION**

Constable Precinct No. 2:
Discussion, consideration, and approval to appoint Hector Castillo as a Deputy Constable by Constable Martin N. Cantu, Constable Precinct 2 in accordance with 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.

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1285-421-00-292-013-7-XXX

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

**BUDGETARY IMPACT:**

Slot #0001 will be created and funded through Interlocal Agreement between Hidalgo county Constable Pct. 2 and Tropical Texas Behavioral Health. (AI#57986)

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**Attachments**

86.011

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**Form Review**

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Budget & Management | Veronica Ortiz | 01/27/2017 02:29 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Norma Castrellon Started On: 01/26/2017 11:42 AM

Final Approval Date: 02/02/2017

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) Except as provided by Subsection (c-1), 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.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(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.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

**AI-58167** **Constables** **7. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Horaldo Sanchez, CONSTABLE PCT. #4

**Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

**Department:** CONSTABLE PCT. #4

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**Information**

**CAPTION**

Constable Precinct 4: Presentation and discussion of 2016 Racial Profiling Report as presented by Hidalgo County Constable Precinct 4 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

Tier 2 Report
Report
Code

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/20/2017 01:56 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Nayla Munoz | | Started On: 01/20/2017 01:24 PM |
| Final Approval Date: 02/02/2017 | | |

# Racial Profiling Report | Tier two

| | |
|---|---|
| **Agency Name:** | Hidalgo County Constable Pct 4 |
| **Reporting Date:** | 01/20/2017 |
| **TCOLE Agency Number:** | 215104 |
| **Chief Administrator:** | Atanacio Gaitan |
| **Agency Contact Information:** | |
| **Phone:** | 956-867-2403 |
| **Email:** | horaldo.sanchez@co.hidalgo.tx.us |
| **Mailing Address:** | 2814 s. Business highway 281<br>Edinburg Tex 78539 |

This Agency filed a full report because:
Our agency has no motor vehicle or audio equipment.

Certification to This Report 2.132 (Tier 2), Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Hidalgo County Constable Pct 4 has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the Hidalgo County Constable Pct 4 from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the Hidalgo County Constable Pct 4 if the individual believes that a peace officer employed by the Hidalgo County Constable Pct 4 has engaged in racial profiling with respect to the individual;

4.) provides public education relating to the agency's complaint process;

5.) requires appropriate corrective action to be taken against a peace officer employed by the Hidalgo County Constable Pct 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the Hidalgo County Constable Pct 4's policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Executed by:** Atanacio Gaitan

Chief Administrator

**Hidalgo County Constable Pct 4**

**Date:** 01/20/2017

**Hidalgo County Constable Pct 4 Motor Vehicle Racial Profiling Information**

# Total stops: 1593

## Gender

**Female:** 602
**Male:** 991

## Race or ethnicity

**African:** 17
**Asian:** 2
**Caucasian:** 104
**Hispanic:** 1468
**Middle eastern:** 2
**Native american:** 0

## Was race or ethnicity known prior to stop?

**Yes:** 0
**No:** 1593

## Reason for stop?

**Violation of law:** 1
**Pre existing knowledge:** 70
**Moving traffic violation:** 1151
**Vehicile traffic violation:** 371

## Was a search conducted?

**Yes:** 129
**No:** 1464

## Reason for Search?

**Consent:** 124
**Contraband:** 0
**Probable cause:** 0
**Inventory:** 2
**Incident to arrest:** 3

## Was Contraband discovered?

**Yes:** 1
**No:** 128

## Description of contraband

**Drugs:** 0
**Currency:** 0
**Weapons:** 0
**Alchohol:** 0
**Stolen property:** 0
**Other:** 1

## Stop resulted in arrest

**Yes:** 3
**No:** 1590

## Arrest based on

**Violation of Penal Code:** 3
**Violation of Traffic Law:** 0
**Violation of City Ordinance:** 0
**Outstanding Warrant** 0

## Street address or approximate location of the stop

**City street:** 60
**City street:** 60
**US highway:** 191
**County road:** 1334
**Private property or other:** 8

## Written warning or a citation as a result of the stop

**Yes:** 1574
**No:** 19

Submitted electronically to the

under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the

stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

**AI-58352** **Constables** **7. D.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Horaldo Sanchez, CONSTABLE PCT. #4

**Submitted By:** Glinda Pacheco, EXECUTIVE OFFICE

**Department:** CONSTABLE PCT. #4

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## Information

**CAPTION**

Constable Pct. #4 - NIBRS Grant:
1. Ratification of application that was submitted on January 16, 2017 for the National Incident Based Reporting System (NIBRS) Grant with the Governor's Criminal Justice Division, through egrants.

2.Approval of Resolution for NIBRS Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents.

**BACKGROUND**

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## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:**

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

**BUDGETARY IMPACT:**

No fiscal impact.
The grant does not require a match in funds.

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## Attachments

Resolution
Application
Annoucement

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 01:13 PM |
| Ivan Cantu | Ivan Cantu | 02/02/2017 04:41 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Glinda Pacheco | | Started On: 02/02/2017 11:00 AM |

Final Approval Date: 02/02/2017

# RESOLUTION

**WHEREAS,** The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, Texas that the National Incident-Based Reporting System (NIBRS) be operated for the 2017 Year; and

**WHEREAS,** The Hidalgo County Commissioner's Court understands that there is no matching fund requirement for the said project; and

**WHEREAS,** The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Hidalgo County assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS,** The Hidalgo County Commissioner's Court designates Ramon Garcia, Hidalgo County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The Hidalgo County Commissioner's Court approves submission of the grant application for the National Incident-Based Reporting System to the Office of the Governor.

Passed and Approved by Commissioner's Court this 6th of February, 2017

Grant Number: 3283101

_____

Honorable Ramon Garcia
Hidalgo County Judge

**Agency Name:** Hidalgo County
**Grant/App:** 3283101 **Start Date:** 3/1/2017 **End Date:** 4/30/2019

**Project Title:** NIBRS upgrade
**Status:** Application Pending AO Certification

## Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**
17460007176041

**Application Eligibility Certify:**
Created on:1/12/2017 2:21:09 PM By:Horaldo Sanchez

## Profile Information

**Applicant Agency Name:** Hidalgo County
**Project Title:** NIBRS upgrade
**Division or Unit to Administer the Project:** Hidalgo County Constable Pct 4
**Address Line 1:** 2814 S Business Highway 281
**Address Line 2:**
**City/State/Zip:** Edinburg Texas 78539-0000
**Start Date:** 3/1/2017
**End Date:** 4/30/2019

**Regional Council of Goverments(COG) within the Project's Impact Area:** Lower Rio Grande Valley Development Council
**Headquarter County:** Hidalgo
**Counties within Project's Impact Area:** Hidalgo

**Grant Officials:**
**Authorized Official**
**User Name:** Ramon Garcia
**Email:** ramon.garcia@co.hidalgo.tx.us
**Address 1:** 302 W. University
**Address 1:**
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2600 Other Phone:
**Fax:** 956-318-2699
**Title:** Mr.
**Salutation:** Judge
**Position:** Hidalgo County Judge

**Project Director**
**User Name:** Horaldo Sanchez
**Email:** horaldo.sanchez@co.hidalgo.tx.us

**Address 1:** 2814 South Business Hwy 281
**Address 1:**
**City:** Edinburg, Texas 78541
**Phone:** 956-383-8560 Other Phone: 956-867-2403
**Fax:** 956-383-8565
**Title:** Mr.
**Salutation:** Chief Deputy
**Position:** Chief Deputy

**Financial Official**
**User Name:** Ray Eufracio
**Email:** ray.eufracio@auditor.co.hidalgo.tx.us
**Address 1:** 2808 S. Business Hwy 281
**Address 1:**
**City:** Edinburg, Texas 78539
**Phone:** 956-318-2511 Other Phone: 956-318-2535
**Fax:** 956-318-2577
**Title:** Mr.
**Salutation:** Mr.
**Position:** County Auditor

**Grant Writer**
**User Name:** Horaldo Sanchez
**Email:** horaldo.sanchez@co.hidalgo.tx.us
**Address 1:** 2814 South Business Hwy 281
**Address 1:**
**City:** Edinburg, Texas 78541
**Phone:** 956-383-8560 Other Phone: 956-867-2403
**Fax:** 956-383-8565
**Title:** Mr.
**Salutation:** Chief Deputy
**Position:** Chief Deputy

## Grant Vendor Information

**Organization Type:** County
**Organization Option:** applying to provide services to all others
**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007176041
**Data Universal Numbering System (DUNS):** 103110834

## Narrative Information

Introduction
Information related to this program is in the CJD funding announcement for the National Incident-Based Reporting System (NIBRS) Program.

Section 1: Program-Specific Questions

**A. Direct Grants from Other Agencies**

Has your agency applied for NCS-x funding through the Bureau of Justice Statistics?

**X** My agency did not apply for BJS NCS-x funding
_ My agency applied for but did not receive or has not yet received BJS NCS-x funding
_ My agency applied for and received BJS NCS-x funding

If you received BJS NCS-x funding, how much were you awarded (in dollars)?

0

Did your agency receive any grants, besides NCS-x funding, for law enforcement purposes (not administered by CJD) in the current or previous fiscal year?

**X** Yes
_ No

If you selected **'YES'** above, provide the amount ($) you received in the current and previous fiscal year.

75000

If you selected **'YES'** above, describe how those funds have been or will be used.

These funds are being fully utilized for the sole purpose of providing support to the Border Security Initiatives implemented by the U.S. Government and The State of Texas.

**B. Sustainment**

How many additional years, beyond this request, do you plan to request continuation funding?

0

1) If three (3) years or fewer, provide a brief explanation of your sustainment plan, if it will be sustained; [if not to be sustained enter **'N/A'**]:

This is a single purchase technology upgrade that requires no perpetual payments

2) If more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible:

N/A

**C. Current Crime Reporting System**

How are you submitting crime report data to DPS currently?

_ My agency does not currently submit crime reports to DPS
**X** My agency does submit crime data, and uses the summary report system (SRS) format
_ My agency does submit crime data to DPS, using the IBR format

What system do you currently use to submit crime reports to DPS?

SRS format
How many times per year does your agency typically now submit data to DPS?

1
Does your agency currently use a third party vendor for the submission of UCR data to the State?

_ Yes
**X** No

If you selected '**YES**' above, provide the following information regarding that vendor:

Business Name:

Software being used, to include version:

***Note**: Third party vendors that used to submit UCR data to the State should have demonstrable experience with compilation and submission of IBR data according to the FBI Technical Specification document.*

n/a
Has your agency completed the NCS-X NIBRS Readiness Assessment or similar readiness self-assessment? Reference the NCS-X NIBRS Readiness Assessment

If you selected '**YES**' above, please upload a copy of the readiness assessment to eGrants on the Summary/Upload.Files Tab.

_ Yes
**X** No

Does your current crime reporting system enforce any of the NIBRS data edit and validation checks at the time of data entry?

The full list of data edit checks is available in the current NIBRS Technical Specification.

**X** Yes
_ No

Does your current system create, or have the ability to create, a NIBRS or UCR report/export file?

_ Yes
**X** No

If you selected '**YES**', in what format is the data exported? In addition, explain in detail how that is accomplished:

If you answered '**NO**' above, how do you currently report NIBRS/summary UCR data (e.g., via a state website or other method)?

SRS is submitted to the state website
What other reporting methods are available for submitting UCR/NIBRS data?

n/a
Are any of the data first collected via a paper form and then entered into the system?

**X** Yes
_ No

Does/Will your agency provide access to other agencies for a shared solution; wherein, the host agency is responsible for the submission of NIBRS data for other hosted agencies?

_ My agency currently provides access to other agencies for a shared solution
_ My agency plans to provide access to other agencies for a shared solution
**X** My agency does not provide, or plan to provide, access to other agencies for a shared solution

If you selected either box above, provide the total jurisdictional population of the area to be covered, including that of the applicant agency.

200000
If you selected either box above, list the hosted agencies and their individual jurisdictional populations.

If you are not currently reporting to DPS in an IBR format, select all that apply regarding your current system:

_ Ability to collect information about all offenses in an incident
_ Detailed offense code assigned to each offense in an incident

_ Demographic information is stored for each victim in an incident
_ Victim injury is stored for each victim in an incident
_ Demographic information is stored for each known offender in an incident
_ Relationship between each victim and offender is stored for all offenses in an incident
_ Ability to track multiple clearances
_ Ability to track whether an incident was exceptionally cleared
_ Ability to record and store exceptional clearance data

**D. Agency and Financial Information**
Select a category that best describes your agency type:

_ Sheriff's Office
_ Municipal Police Department
**X** Other

What is your agencyâ€™s jurisdictional population?

200000
Section 2: Use of Grant Funds
***Note:*** *These requirements are all found in the Texas Conversion to the National Incident-Based Reporting System (NIBRS) Announcement available in the Overall Certification area below.*

**X** **I certify** that grant funds will not be used for system training, salaries, or other ineligible costs or activities outlined in the Funding Announcement.

**X** **I certify** that any technology purchased with grant funds will employ national data standards for NIBRS data submissions. NIBRS data may be submitted to the Department in the National Data Exchange (N-DEx) Information Exchange Packet Documentation (IEPD) format in order to participate in the NDEx program or via a flat file submission. Submission of data via the N-DEx IEPD is preferred, as it ensures submission not only to the stateâ€™s UCR system but also to the DPS Texas Data Exchange program, and eventually to the FBIâ€™s National Data Exchange.

**X** **I certify** that my agency will obtain a written certification from a vendor prior to purchase and implementation of any system or equipment that their product can and will comply with all technical and submission standards and requirements identified in the Funding Announcement.

**X** **I certify** that my agency will only purchase systems with grant funds that adhere to the NIBRS and TIBRS data specification guides for proper formatting included in the following links:

**National Incident-Based Reporting System (NIBRS)**
Technical Specification - ver. 2.1 in PDF
XML IEPD Technical Specification - Zip file
**Technical Specification**
Cargo Theft Technical Specification - PDF
Hate Crime Technical Specification - PDF
**Conversion of National Incident-Based Reporting System (NIBRS)**
Data to Cargo Theft Data - PDF
Data to Hate Crime Data - PDF
Data to Summary Reporting System (SRS) Data - PDF
**Guidance**
Texas Incident-Based Reporting Training and Reference Manual - PDF

**X** **I certify** that any software solution my agency purchases with grant funds will include all data edits and validation routines, as supplied in the FBI NIBRS Technical Specification

**X** **I certify** that any software solution my agency purchases with grant funds will include edits for Texas-centric data, as supplied in the Texas Incident-Based reporting Training and Reference Manual

**X** **I certify** that system implementation funded with grant funds will support reporting to DPS no less than monthly, but with a goal of near real-time reporting of data.

Section 3: Certifications
In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

**A. Constitutional Compliance**
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

**B. Information Systems**
Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information

Exchange Model.

**C. Bulletproof Vests**
Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

**D. Uniform Crime Reports**
Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the previous 12 months.

**E. Criminal History Reporting**
The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2010 through 2014.

**F. DNA Testing of Evidentiary Materials**
When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

**G. Interoperable Communications**
Funds to support emergency communications activities must ensure compliance with the FY 2015 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) for Texas.

**H. Immigration and Customs Enforcement Requests**
If Grantee is a county or municipality and includes a department or other subdivision that detains individuals after arrest for a criminal violation, such Grantee certifies that it participates fully, and will continue throughout the grant period to participate fully, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to: (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the Grantee; and (2) detain such aliens in accordance with requests by DHS. Grantee certifies that it does not have, and will throughout the grant period not have, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Granteeâ€™s receipt of or DHSâ€™s issuance of detainer requests. Grantee further certifies that it does not have, and will throughout the grant period not have, any policy, procedure, or agreement (written or unwritten) that in any way limits or restricts the Granteeâ€™s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the Grantee; and (2) detain such aliens in accordance with requests by DHS. Grantee agrees that failure to comply with this certification may result in OOG, in its sole discretion, terminating this grant and any other grant made by the OOG to the Granteeâ€™s

county or municipality. Grantee agrees that it shall return all funds received by OOG for any grant terminated under this certification. Additionally, Grantee agrees that it will remain ineligible for future OOG funding until it can provide satisfactory evidence that the jurisdiction has been in compliance with this requirement for a period of at least one year.

**I. Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Horaldo Sanchez
Enter the Address for the Civil Rights Liaison:

2814 S Business Highway 281 Edinburg, Texas 78539
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(956)383-8560

**Overall Certification**

Each applicant agency must certify to the content in this record as submitted to OOG, as well as the Announcement and the Grantee Responsibilities Memo requirements to be eligible for this program.

**X I certify to all of the application content & requirements.**

**Project Abstract :**

The technology requested herein is necessary to bring our Electronics Records Management technology into compliance with NIBRS reporting.

**Problem Statement :**

Without the requested funding, our agency will not be NIBRS reporting compliant nor do we have funds to budget for same.

**Supporting Data :**

n/a

**Project Approach & Activities:**

COPsync will provide an upgrade to existing technology to facilitate NIBRS compliant reporting pervade parameters defined by DPS.

**Capacity & Capabilities:**
n/a

**Performance Management :**

Success will be gauged by DPS of the correct transfer of appropriate NIBRS compliant data prior to final funding approval.

**Data Management:**

The software will track the data through records management approved by DPS.

**Target Group :**

n/a

**Evidence-Based Practices:**

This software upgrade will be provided to 100% of agencies in the State of Texas that currently utilize COPsync network communications and management tools. COPsync was selected because it provides our existing technology.

## Project Activities Information

Reserved
This section left intentionally blank.

**Selected Project Activities:**

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---|---|---|
| Technology Upgrades | 100.00 | NIBRS Technology Upgrade |

## Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|---|

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|---|---|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|---|---|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|---|---|

Section 1: Resolution from Governing Body
Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Section 2: Contract Compliance
Will CJD grant funds be used to support any contracts for professional services?

_ Yes
**X** No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Section 3: Lobbying
For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

_ Yes
**X** No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

_ Yes
**X** No
_ N/A

Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

1/1/2017
Enter the End Date [mm/dd/yyyy]:

12/31/2017
Section 5: Sources of Financial Support
Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

65000
Enter the amount ($) of State Grant Funds:

75000
Section 6: Single Audit
**Select the appropriate response below based on the Fiscal Year Begin Date as entered above.**

For Fiscal Years Beginning Before December 26, 2014
Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

**OR**

For Fiscal Years Beginning On or After December 26, 2014
Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

_ Yes
**X** No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit [mm/dd/yyyy]:

Section 7: Equal Employment Opportunity Plan

**Type I Entity**

Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the Certification Form and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

**Type II Entity**

Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJDâ€™s designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and

- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

**Type III Entity**
Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

**X** Type I Entity
_ Type II Entity
_ Type III Entity

Section 8: Debarment
Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

**X** I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

## Fiscal Capability Information

Section 1: Organizational Information
Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System
The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability
Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls
Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls
Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

## Budget Details Information

**Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|---|---|---|---|---|---|---|---|---|
| Equipment | Specialized Computer Software | NIBRS Compliance Package | $7,500.00 | $0.00 | $0.00 | $0.00 | $7,500.00 | 1 |

## Source of Match Information

**Detail Source of Match/GPI:**

| DESCRIPTION | MATCH TYPE | AMOUNT |
|---|---|---|

**Summary Source of Match/GPI:**

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|---|---|---|---|---|
| $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

## Budget Summary Information

**Budget Summary Information by Budget Category:**

| CATEGORY | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|---|---|---|---|---|---|
| Equipment | $7,500.00 | $0.00 | $0.00 | $0.00 | $7,500.00 |

**Budget Grand Total Information:**

| CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|---|---|---|---|---|
| $7,500.00 | $0.00 | $0.00 | $0.00 | $7,500.00 |

## Condition Of Fundings Information

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

You are logged in as **User Name**: horaldo2369

Office of the Governor

# Criminal Justice Division

## Funding Announcement:

## ***Texas Conversion to the National Incident-Based Reporting System (NIBRS), Second-Round Funding Announcement***

November 15, 2016

# Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

## Purpose

The primary purpose of this announcement is to solicit applications for projects from local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) Incident Based System (NIBRS), with special consideration given to solutions that support the subsequent submission of incident data to the National Data Exchange (N-DEx).

As an additional consideration for this funding opportunity, local law enforcement agencies in counties bordering Mexico and those with federal checkpoints may also submit applications for projects that facilitate compliance with new requirements in Sec. 362.005(c), Local Government Code, related to the submission of data to the Texas Transnational Intelligence Center (TTIC). TTIC is also based on reporting incident data and has purposes that are complementary to the goals of both and NIBRS and N-DEx.

This program is a partnership between the Office of the Governor, Criminal Justice Division (CJD), and the Texas Department of Public Safety (DPS).

## Funds Available

It is anticipated that up to $14M may be funded under this announcement.

## Process

Applicants will respond to this funding announcement by completing an application in eGrants ( http://eGrants.gov.texas.gov ).

## Budget

The minimum allowed under this program is $5,000 and there is no funding cap.

## Match

There is no match requirement under this program.

## Project Periods

A project funded must begin on or after March 1, 2017 and may not extend past April 30, 2019.

## Organizational Eligibility

Applications may be submitted by Texas law enforcement agencies collecting crime data for submission to DPS. Law enforcement agencies in counties that directly border Mexico and those in counties with federal checkpoints are eligible to apply for an expanded list of activities and expenses. A list of those counties may be found on page four of this announcement.

## Contact Information

Contact the CJD eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919 for additional information on the application process. Contact Michelle Farris at DPS at Michelle.Farris@dps.texas.gov or (512) 424-7659 at DPS for information about technical and programmatic issues or available training.

# Texas Conversion to the National Incident-Based Reporting System

The goal of the Governor's Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. CJD is also accepting applications for projects from local law enforcement agencies to upgrade their technology infrastructure to allow for and support Incident-Based Reporting to the Texas Department of Public Safety (DPS). CJD is also accepting expanded applications from border region law enforcement agencies to upgrade the agency's technology infrastructure to allow for and support Incident Reporting as well as to facilitate compliance with new requirements in Sec. 362.005(c), Local Government Code, related to the submission of data to the Texas Transnational Intelligence Center (TTIC).

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One – Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two – Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three – Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to http://eGrants.gov.texas.gov.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

## Background

Uniform Crime Reporting gathers crime data from law enforcement agencies for statistical analysis. Currently, there are two distinct methods for reporting data: the original model built in 1927, known as Summary Reporting System (SRS) and Incident Reporting, known as National Incident-Based Reporting System (NIBRS). In comparing the two data collection methodologies, it is readily apparent that NIBRS provides a deeper, richer data set. Summary Reporting tallies eight offenses, also known as the index crimes, homicide, rape, robbery, aggravated assault, burglary, etc., as well as arrests made and property stolen. Incident Reporting collects data on 24 offense types comprised of 52 distinct offenses and agencies report based upon the specific incident that includes data related not only to offenses and arrests, but also to location, victim and offender data, etc.

House Bill 11 of the 84th Regular Session introduced the requirement for the state to begin a transition from primarily a Summary Reporting System (SRS) state to a National Incident Based Reporting (NIBRS) state, by setting a goal for transition to NIBRS by 2019. Both NIBRS and N-DEx share the same data source and share many of the same data elements that are already being collected by the local agency's system.

House Bill 11 also established new requirements (now incorporated in Sec. 362.005(c), Local Government Code) for border region law enforcement agencies to contribute intelligence data to the Texas Transnational Intelligence Center (TTIC):

> *"Each law enforcement agency in a county located along the Texas-Mexico border or in a county that contains a federal checkpoint shall report to the Texas Transnational Intelligence Center intelligence regarding criminal activity in the law enforcement agency's jurisdiction, including details on kidnappings, home invasions, and incidents of impersonation of law enforcement officers."*

The TTIC is then required to share that data across the state. This statewide sharing can be accomplished by automating and updating the local agency RMS/JMS to submit local agency incident, arrest, and intelligence data to the Department through the Texas Data Exchange (TDEx), which would then forward the data to the National Data Exchange (N-DEx), making it available for view.

This expanded solicitation seeks to fund agencies for a single data submission that will meet the data submission standards and requirements for N-DEx and NIBRS. It also seeks to fund agencies in the border region (see "Organizational Eligibility" below) to facilitate single data submission to TTIC.

## Step 1: Review the Process

### Timeline

| Action | Date |
|---|---|
| Funding Announcement Release | November 15, 2016 |
| Online System Opening Date | November 15, 2016 |
| Application Deadline | January 16, 2017 at 5PM CST |
| Earliest Start Date | March 1, 2017 |
| Latest End Date | April 30, 2019 |

### Submission Method

Per Rule §3.7 of the Texas Administrative Code, all applications must be submitted and certified to CJD via the eGrants system by the applicant's authorized official on or before the deadline listed above. CJD will strictly interpret this requirement and any application not submitted and certified by the deadline will be considered ineligible for funding under this solicitation. For assistance in certifying an application, please see the "Guide to Creating an Application" link located at https://eGrants.gov.texas.gov/.

## Step 2: Consider the Requirements

### Organizational Eligibility

Applications may be submitted by Texas law enforcement agencies collecting crime data for submission to the Department of Public Safety. Agencies that are eligible to receive, or have applied to receive, funding through the BJS NCS-x project will also receive consideration for state funding; however, applications from these agencies will be evaluated based on their overall need, response to the solicitation and availability of funding. Organizations that received funding under the previous NIBRS announcement are eligible for grants under this announcement. However, those organizations must detail under the Problem Statement field of the Narrative tab in eGrants why additional funds are required to achieve program objectives.

#### *Border Region Grants*

Texas border law enforcement agencies required by Sec. 362.005(c), Local Government Code, to collect crime data for submission to TTIC may submit applications for special additional eligible activities and costs. For the purposes of this solicitation, border region law enforcement agencies are in counties that directly border Mexico (El Paso, Hudspeth, Jeff Davis, Presidio, Brewster, Terrell, Val Verde, Kinney, Maverick, Webb, Zapata, Starr, Hidalgo, and Cameron counties) and those in counties with federal checkpoints (Dimmit, Uvalde, Jim Hogg, Kenedy, and Brooks counties).

### Funding and Project Period Limits

**Funding Limits.** The minimum award under this program is $5,000.

**Project Period.** Grant-funded projects must begin on or after March 1, 2017 may not extend past April 30, 2019.

**Available Funding.** It is anticipated that up to $14 million may be funded under this announcement.

**Source of Funding.** The source of funds is a state appropriation for the 2016-2017 biennium under Article V, Rider 44, General Appropriations Act, House Bill 1 (84R). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

### Match Requirement

There is no match requirement under this program.

### Eligible Costs and Activities

Funds may be used for activities that further the reporting of NIBRS data to DPS. Such activities include, but are not limited to, technology upgrades to existing infrastructure or the purchase of new technology that would allow for the reporting of NIBRS data. While the procurement of a complete Records Management System (RMS) does not directly correlate to the reporting of NIBRS data, identifiable components within an RMS procurement that specifically relate to NIBRS reporting would and, therefore, that specific component would be an eligible activity.

Eligible expenses include purchase of technology that furthers the agency's effort to move to a NIBRS reporting agency.

### *Border Region Grants*

Grantees may use funds for activities that accomplish the data submission requirement to TTIC and further the reporting of (N-DEx and NIBRS) data to DPS. Such activities include technology upgrades to existing infrastructure, the purchase of new technology that would allow for the reporting of NIBRS data, and other reasonable directly related hardware/software costs.

Eligible expenses include purchase of technology that furthers the agency's effort to report to the TTIC and subsequently submit data to N-DEx and NIBRS move towards a NIBRS reporting agency.

## Ineligible Costs and Activities

Grant funds may not be used to support the services, activities, and costs found in the CJD *Guide to Grants* ( http://gov.texas.gov/files/cjd/2016_Guide_to_Grants.pdf ) and the following:

1. General incident-based reporting training (contact should be made with the Texas Department of Public Safety for inquiries related to additional funding opportunities for NIBRS related training);
2. Equipment for government agencies that are for general agency use that is not in direct support of transmitting NIBRS (or TTIC, for border region agencies) information from an agency database to DPS;
3. Purchase of vehicles and other vehicle related equipment, i.e. computers, that could be used for the data entry of crime information;
4. Salaries;
5. Supplanting or use of grant funds to replace any other existing federal, state or local funds
6. Any other prohibition imposed by federal, state or local law or regulation;
7. Any portion of the salary of, or any other compensation for an elected or appointed government official;
8. Indirect costs.

Grantees not in the defined border region have the following additional ineligible costs:

1. RMS components that are not in the direct scope of NIBRS reporting i.e. CAD, JMS, 911, mobile, property room management, and other un-related software products.

## Reporting Requirements

**Financial and Progress Reports.** At the end of each quarter of the state fiscal year during the one-year grant period, grantees will be required to submit a financial status report via eGrants and a progress report to the Department of Public Safety in a format required by the Department and CJD.

The CJD and DPS reserve the right to monitor the agency and their vendors to ensure completion of the project, according to the agency's submitted project plan, budget, and that all work done and money expended is in compliance with the grant solicitation and award.

**TXGANG Criminal Gang Database Reporting.** All law enforcement agencies receiving an award under this announcement must agree to comply with TXGANG reporting requirements relating to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedure. Generally, these are law enforcement agencies in municipalities with populations of 50,000 or more or in counties with populations of 100,000 or more. For more information on this requirement, contact Michelle Farris at Michelle.Farris@dps.texas.gov or (512) 424-7659 at DPS.

## Program-Specific Requirements

Funds must be used for solutions that upgrade the agency's technology infrastructure to allow for and support incident-based reporting to the Texas Department of Public Safety (DPS) and TTIC (eligible agencies only) as well as maximize the automation of the data submission.

- Technology purchases must employ national data standards for NIBRS data submissions. N-DEx and NIBRS data may be submitted to DPS in the N-DEx Information Exchange Packet Documentation (IEPD) format or via a flat file submission in order to participate in the NIBRS program. Submission of data via the N-DEx IEPD is preferred, as it ensures a single submission not only to the state's UCR system but also to the DPS Texas Data Exchange program, and eventually to the FBI's National Data Exchange.
- Agencies must obtain a written certification from a vendor prior to purchase and implementation of the system that their product can and will comply with all technical and submission standards and requirements identified in this funding announcement.
- Agencies must only utilize systems that adhere to the NIBRS and TIBRS data specification guides for proper formatting included in the following links:
    - National Incident-Based Reporting System (NIBRS) Technical Specification (Version 2.1) ( https://www.fbi.gov/about-us/cjis/ucr/nibrs-techspec-v2-1.pdf )
    - National Incident-Based Reporting System (NIBRS) Technical Specification (Version 3.0) (deadline for implementation is 2021).
      ( https://www.fbi.gov/about-us/cjis/ucr/technical-specifications )
    - National Incident-Based Reporting System (NIBRS) XML IEPD Technical Specification ( https://www.fbi.gov/about-us/cjis/ucr/nibrs/nibrs-xml-iepd ) (zip)
    - National Incident-Based Reporting System (NIBRS) XML IEPD Technical Specification version 4.0 ( http://www.txdps.state.tx.us/ucr/indexnibrs.htm ) (zip)
    - Cargo Theft Technical Specification ( https://www.fbi.gov/about-us/cjis/ucr/cargo_theft_technical_specification_version_2.0_final_05-25-2012.pdf )
    - Conversion of National Incident-Based Reporting System (NIBRS) Data to Cargo Theft Data
      ( https://www.fbi.gov/about-us/cjis/ucr/conversion-of-nibrs-data-to-cargo-theft-data.pdf )

- Conversion of National Incident-Based Reporting System (NIBRS) Data to Hate Crime Data ( https://www.fbi.gov/about-us/cjis/ucr/conversion-of-nibrs-data-to-hate-crime-data.pdf )
- Conversion of National Incident-Based Reporting System (NIBRS) Data to Summary Reporting System (SRS) Data ( https://www.fbi.gov/about-us/cjis/ucr/conversion-of-nibrs-data-to-srs.pdf )
- Hate Crime Technical Specification ( https://www.fbi.gov/about-us/cjis/ucr/hate-crime-technical-specification-version-1.1.pdf )
- Texas Incident-Based Reporting Training and Reference Manual (Version 3.1) ( http://www.txdps.state.tx.us/ucr/tibrsManual.pdf )
- Edits for Texas-centric data, as supplied in the Texas Incident-Based reporting Training and Reference Manual, must be included in the software solution. (See http://www.txdps.state.tx.us/ucr/indexnibrs.htm .) Data edits must be performed within the local agency application prior to the submission to DPS to ensure that data is submitted error free.

- As changes, such as, but not limited to, new data elements and/or changes within the data formats are announced, agencies must perform these changes quickly, in order to, keep systems up to date.
- System implementation funded by these grants must support reporting to DPS no less than monthly, but with a goal of near real-time reporting of data.
- Systems must also have the capability to flag records that are subject to a court ordered expunction to ensure an automated removal of the record from the TDex and NDEx systems.

## Standard CJD Requirements

**CJD Regulations.** Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Immigration and Customs Enforcement Requests.** An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that include a department that detains individuals after arrest for a criminal violation. This requirement is met when the applicant submits both a letter and a certification as part of their application.

The letter must contain text specified by OOG (available at http://gov.texas.gov/cjd/dhs_detainerrequest ) and be signed and dated by the head of each relevant department that detains individuals after arrest. (In most cases, this will be the county sheriff.) The certification (text in eGrants and also available at http://gov.texas.gov/cjd/dhs_detainerrequest ) is made by the authorized official submitting the application on behalf of the grantee, and pertains to the actions of the relevant department that detains individuals after arrest.

OOG, at its sole discretion, may accept a copy of any such the letter for all grants applied for by the county or municipality for a period of two years after the letter date. If that period expires during the project period, a grantee must submit an updated letter in order to remain in compliance with this requirement. The certification must be made by the authorized official for each application the county or municipality submits to OOG. Failure to submit a certification and to submit and maintain a valid letter will result in denial of all applications that benefit the department and may result in denial of applications submitted by other departments or subdivisions of the county or municipality, at OOG's sole discretion.

## Step 3: Apply via eGrants

### Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do )
- Applicants must have or register for an account in eGrants ( http://eGrants.gov.texas.gov )

### Program-Specific Questions

- The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions.
- What is the agency's jurisdictional population?
- Does your agency provide access to other agencies for a shared solution; wherein, the host agency is responsible for the submission of NIBRS data for other hosted agencies?
    - If yes, provide the total jurisdictional population of the area to be covered, including that of the applicant agency.
    - If yes, please list the hosted agencies and their individual jurisdictional populations and upload to the documents tab any inter-local agreements between agencies regarding UCR data reporting.
- How does your agency currently submit Uniform Crime Reporting data to the State? (SRS or IBR)
- How often does your agency submit data and what process do you use to submit?
- Has your agency completed the NCS-X NIBRS Readiness Assessment or similar readiness self-assessment? (Available here: http://www.bjs.gov/content/pub/pdf/NCS-X_ASA_COTS_Feb2016.pdf )
    - If yes, upload a copy of the readiness assessment to eGrants.
- Does your agency use a third party vendor for the submission of UCR data to the State?

**AI-58354** **Tax Office** **8. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** TAX OFFICE

## Information

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (PAG McAllen T1, LLC DBA Scion of Pharr, Toyota of Pharr – P123289, PAG McAllen H1, LLC DBA Hyundai of Pharr – P123292). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates.

**BACKGROUND**

Penske Automotive Group agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-415-15-140-001-0-XXX

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

**BUDGETARY IMPACT:**

## Attachments

PAG McAllen

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 11:20 AM |
| Budget & Management | Veronica Ortiz | 02/02/2017 11:20 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Edgar Jaramillo | | Started On: 02/02/2017 11:16 AM |
| Final Approval Date: 02/02/2017 | | |

## Santos Castilleja

**From:** Steve Crain <scrain@atlashall.com>
**Sent:** Wednesday, January 11, 2017 11:44 AM
**To:** Santos Castilleja
**Subject:** RE: WebDealer Deputy Agreement Penske Automotive Group

These documents are OK.

---

**From:** Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
**Sent:** Tuesday, January 10, 2017 4:21 PM
**To:** scrain@atlashall.com
**Cc:** Paul Villarreal <paul.villarreal@hidalgocountytax.org>; valde.guerra@co.hidalgo.tx.us; Eva Mireles <eva.mireles@hidalgocountytax.org>; rene.rangel@txdmv.gov; sergio.cruz@co.hidalgo.tx.us; Gabriel Ochoa <gabriel.ochoa@hidalgocountytax.org>
**Subject:** WebDealer Deputy Agreement Penske Automotive Group

January 09, 2017

Steve Crain
Hidalgo County Attorney
Altlas Hall
818 Pecan Blvd.
McAllen, TX 78539

Subject: WebDealer Contract (PAG McAllen T1, LLC DBA Scion of Pharr, Toyota of Pharr – P123289, PAG McAllen H1, LLC DBA Hyundai of Pharr – P123292)

Dear Mr. Crain,

Thank you again for assisting us with these contracts. Updates to the Texas Administrative code required us to make changes to our existing WebDealer contracts. This will occur for all of our WebDealer participants in the following days. The Penske Automotive Group dealerships would like continue our agreement as it will entitle them to the new processing and handling fee. Dealer desires to act as agents of the County in the issuance of motor vehicle license registration stickers and license plates and in the application for vehicle titles. The dealership has increased its bond for both dealerships in the program from $5,000 to $100,000.

**At this time we would like to formally request legal approval to proceed with this request from our Commissioners.**

I am forwarding you a copy of the contract and supporting documents.

Agenda Item Caption:

A. Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (PAG McAllen T1, LLC DBA Scion of Pharr, Toyota of Pharr – P123289, PAG McAllen H1, LLC DBA Hyundai of Pharr – P123292). Dealer desires to act as an

agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Penske Automotive Group agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

As expected, we plan to add additional dealers in the upcoming months. If you have any questions, please feel free to ask.

Sincerely,

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

PV:SC:GO:LA

# RIDER

To be attached to and form part of:

| | |
|---|---|
| Bond Number | 09124806 |
| dated | 12/9/2013 |
| issued by the | FIDELITY AND DEPOSIT COMPANY OF MARYLAND |
| in the amount of | $ 5,000.00 |
| on behalf of | PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI (Principal) |
| and in favor of | HIDALGO COUNTY TAX ASSESSOR - COLLECTOR (Obligee) |

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The BOND AMOUNT shall be amended:**

**FROM: $5,000.00**

**TO: $100,000.00**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 14th day of December, 2016.

Signed, Sealed & Dated this 14th day of December, 2016.

PAG MCALLEN H1, LLC DBA HYUNDAI OF PHARR
(Principal)

By: _____

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

# ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 14th day of December, 2016, before me, Judy A. Andersen, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
JUDY A ANDERSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/19/2019

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. DEMPSEY, Christina L. SANDOVAL and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of June, A.D. 2016.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: _____

*Secretary*
*Michael McKibben*

_____

*Vice President*
*Gerald F. Haley*

**State of** Maryland
County of Baltimore

On this 13th day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14TH day of December, 20 16.

Michael Bond, Vice President

Orig.

# RIDER

To be attached to and form part of:

| | |
|---|---|
| Bond Number | 09124806 |
| dated | 12/9/2013 |
| issued by the | FIDELITY AND DEPOSIT COMPANY OF MARYLAND |
| in the amount of | $ 5,000.00 |
| on behalf of (Principal) | PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI |
| and in favor of (Obligee) | HIDALGO COUNTY TAX ASSESSOR - COLLECTOR |

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The PRINCIPAL NAME shall be amended:**

**FROM:** **PAG McAllen H1, LLC, Frank Smith Hyundai**

**TO:** **PAG McAllen H1, LLC dba Hyundai of Pharr**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 2nd day of January, 2015.

Signed, Sealed & Dated this 23rd day of December, 2014.

PAG MCALLEN H1, LLC DBA HYUNDAI OF PHARR

By: _____
(Principal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of December, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Sandra M Winsted

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of September, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By:

*Assistant Secretary*
*Michael McKibben*

*Vice President*
*Thomas O. McClellan*

**State of** Maryland
City of Baltimore

On this 5th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of December, 2014.

Michael Bond, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 10th day of January, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Sandra M Winsted

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Gerald F. Haley

*Assistant Secretary*
*Gerald F. Haley*

T. O. McClellan

*Vice President*
*Thomas O. McClellan*

**State of** Maryland
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of January, 2014.

James M. Carroll, Vice President

**Bond** 09124806

## LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI as Principal, of 1625 W. Expressway 83 (Street and Number), Pharr (City) TX (State) and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD corporation, as Surety, are held and bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00 ) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By _____
Judith A. Lucky-Eftimov
Attorney-in-Fact

S-1235/GEEF 2/98

**Bond** 09124806

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI as Principal, of 1625 W. Expressway 83 (Street and Number), Pharr (City), TX (State) and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD corporation, as Surety, are held and bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00 ) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Judith A. Lucky-Eftimov Attorney-in-Fact

S-1235/GEEF 2/98

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and PAG MCALLEN H1, LLC DBA HYUNDAI OF PHARR, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor vehicle titling and registration services are trained in accordance with the County

qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: PAG MCALLEN H1, LLC
DBA HYUNDAI OF PHARR
2132 N MAYS ST STE 950
PHARR, TX 78577

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

PAG MCALLEN H1, LLC
DBA HYUNDAI OF PHARR
GDN# P123292
2132 N MAYS ST STE 950
PHARR, TX 78577

BY: _____

PRINTED NAME: Cuno Imber

TITLE: President

# RIDER

To be attached to and form part of:

| | |
|---|---|
| Bond Number | 09124805 |
| dated | 12/9/2013 |
| issued by the | FIDELITY AND DEPOSIT COMPANY OF MARYLAND |
| in the amount of | $ 5,000.00 |
| on behalf of | PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA (Principal) |
| and in favor of | HIDALGO COUNTY TAX ASSESSOR - COLLECTOR (Obligee) |

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The BOND AMOUNT shall be amended:**

**FROM: $5,000.00**

**TO: $100,000.00**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 14th day of December, 2016.

Signed, Sealed & Dated this 14th day of December, 2016.

PAG MCALLEN T1, LLC, DBA SCION OF PHARR, TOYOTA OF PHARR
(Principal)

By: _____

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 14th day of December, 2016, before me, Judy A. Andersen, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Judy A Andersen
Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
JUDY A ANDERSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/19/2019

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. DEMPSEY, Christina L. SANDOVAL and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of June, A.D. 2016.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: _____ _____

*Secretary*
*Michael McKibben*

*Vice President*
*Gerald F. Haley*

**State of** Maryland
County of Baltimore

On this 13th day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of December, 2016.

Michael Bond, Vice President

# RIDER

To be attached to and form part of:

| | |
|---|---|
| Bond Number | 09124805 |
| dated | 12/9/2013 |
| issued by the | FIDELITY AND DEPOSIT COMPANY OF MARYLAND |
| in the amount of | $ 5,000.00 |
| on behalf of | PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA (Principal) |
| and in favor of | HIDALGO COUNTY TAX ASSESSOR - COLLECTOR (Obligee) |

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The PRINCIPAL NAME shall be amended:**

**FROM: PAG McAllen T1, LLC dba Toyota of Pharr**

**TO: PAG McAllen T1, LLC dba Scion of Pharr, Toyota of Pharr**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 14th day of September, 2015.

Signed, Sealed & Dated this 14th day of September, 2015.

PAG MCALLEN T1, LLC, DBA SCION OF PHARR, TOYOTA OF PHARR
(Principal)

By: _____

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 14th day of September, 2015, before me, Judy A. Andersen, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
JUDY A ANDERSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/19/2019

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES, Christina L. SANDOVAL and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of June, A.D. 2015.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By:

*Secretary*
*Michael McKibben*

*Vice President*
*Thomas O. McClellan*

**State of** Maryland
County of Baltimore

On this 1st day of June, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of September, 2015.

Michael Bond, Vice President

# RIDER

To be attached to and form part of:

| | |
|---|---|
| Bond Number | 09124805 |
| dated | 12/9/2013 |
| issued by the | FIDELITY AND DEPOSIT COMPANY OF MARYLAND |
| in the amount of | $ 5,000.00 |
| on behalf of (Principal) | PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA |
| and in favor of (Obligee) | HIDALGO COUNTY TAX ASSESSOR - COLLECTOR |

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The PRINCIPAL NAME shall be amended:**

**FROM: PAG McAllen T1, LLC, Frank Smith Toyota**

**TO: PAG McAllen T1, LLC dba Toyota of Pharr**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 2nd day of January, 2015.

Signed, Sealed & Dated this 23rd day of December, 2014.

PAG MCALLEN T1, LLC, DBA TOYOTA OF PHARR

By: _____
(Principal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of December, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of September, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: _____
*Assistant Secretary*
*Michael McKibben*

_____
*Vice President*
*Thomas O. McClellan*

**State of** Maryland
City of Baltimore

On this 5th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of December, 2014.

Michael Bond, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 10th day of January, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Sandra M Winsted

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Gerald F. Haley

*Assistant Secretary*
*Gerald F. Haley*

Thomas O. McClellan

*Vice President*
*Thomas O. McClellan*

**State of** Maryland
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 036-0055

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of January, 2014.




James M. Carroll, Vice President

**Bond** 09124805

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA as Principal, of 1625 W. Expressway 83 (Street and Number), Pharr (City) TX (State) and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD corporation, as Surety, are held and bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00 ) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By _____
Judith A. Lucky-Eftimov Attorney-in-Fact

S-1235/GEEF 2/98

**Bond** 09124805

## LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA as Principal, of 1625 W. Expressway 83 (Street and Number), Pharr (City), TX (State) and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD corporation, as Surety, are held and bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00 ) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Judith A. Lucky-Eftimov
Judith A. Lucky-Eftimov Attorney-in-Fact

S-1235/GEEF 2/98

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and PAG MCALLEN T1, LLC DBA SCION OF PHARR, TOYOTA OF PHARR, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor vehicle titling and registration services are trained in accordance with the County

qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: PAG MCALLEN T1, LLC
DBA SCION OF PHARR, TOYOTA OF PHARR
2132 N MAYS ST STE 950
PHARR, TX 78577

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

PAG MCALLEN T1, LLC
DBA SCION OF PHARR, TOYOTA OF PHARR
GDN# P123289
2132 N MAYS ST STE 950
PHARR, TX 78577

BY: _____

PRINTED NAME: Curt Imber

TITLE: President

Sec. 520.0071. DEPUTIES. (a) The board by rule shall prescribe:

(1) the classification types of deputies performing titling and registration duties;

(2) the duties and obligations of deputies;

(3) the type and amount of any bonds that may be required by a county assessor-collector for a deputy to perform titling and registration duties; and

(4) the fees that may be charged or retained by deputies.

(b) A county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to perform titling and registration services in accordance with rules adopted under Subsection (a).

Added by Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 90, eff. September 1, 2013.
Added by Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 44, eff. September 1, 2013.

Sec. 520.0093. LEASE OF COMPUTER EQUIPMENT. (a) The department may lease equipment and provide related services to a:

(1) county for the operation of the automated registration and titling system in addition to the equipment provided by the department at no cost to the county under a formula prescribed by the department; and

(2) deputy appointed under Section 520.0071.

(b) On the request of the tax assessor-collector of a county, the department may enter into an agreement with the commissioners court of that county under which the department leases additional equipment to the county for the use of the tax assessor-collector in operating the automated registration and titling system in that county.

(b-1) On the request of a deputy appointed under Section 520.0071, the department may enter into an agreement under which

the department leases equipment to the deputy for the use of the deputy in operating the automated registration and titling system. The department may require the deputy to post a bond in an amount equal to the value of the equipment.

(c) A county may install equipment leased under this section at offices of the county or of an agent of the county. A deputy appointed under Section 520.0071 may install equipment leased under this section on the premises described in the agreement.

(d) Equipment leased under this section:

(1) remains the property of the department; and

(2) must be used primarily for the automated registration and titling system.

(e) Under the agreement, the department shall charge an amount not less than the amount of the cost to the department to provide the equipment and any related services under the lease. All money collected under the lease shall be deposited to the credit of the Texas Department of Motor Vehicles fund.

Redesignated and amended from Transportation Code, Section 520.002 by Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 232, eff. January 1, 2012.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 91, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 92, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 45, eff. September 1, 2013.

| | |
|---|---|
| TITLE 43 | TRANSPORTATION |
| PART 10 | TEXAS DEPARTMENT OF MOTOR VEHICLES |
| CHAPTER 217 | VEHICLE TITLES AND REGISTRATION |
| SUBCHAPTER H | DEPUTIES |
| RULE §217.161 | Purpose and Scope |

Pursuant to Transportation Code, §520.0071, a county tax assessor-collector, with the approval of the commissioners court of the county, may appoint deputies to perform designated motor vehicle titling and registration services. This subchapter prescribes the classification types, duties, and obligations of deputies; the type and amount of any bonds that deputies may be required to post; and the fees that deputies may be authorized to charge or retain. A deputy appointed under Transportation Code, §520.0071, on or before December 31, 2016, may continue to perform services authorized under former Transportation Code, §§520.008, 520.009, 520.0091, and 520.0092, as amended by Acts 2011, 82nd Leg., ch. 1296 (H.B. 2357). Beginning January 1, 2017, all deputies must be deputized in accordance with and comply with the provisions of this subchapter.

## RULE §217.162 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings unless the context clearly indicates otherwise.

(1) Board--Board of the Texas Department of Motor Vehicles.
(2) Commercial fleet buyer--An entity that, in compliance with Transportation Code, §501.0234(b), is deputized under this subchapter, utilizes the dealer title application process developed to provide a method to submit title transactions to the county in which the commercial fleet buyer is a deputy, and has authority to accept an application for registration and application for title transfer that the county tax assessor-collector may accept.
(3) Dealer deputy--A motor vehicle dealer, as defined by Transportation Code, §503.001(4), including a commercial fleet buyer, who is deputized to process motor vehicle titling and registration transactions, and who may be authorized to provide registration renewal services. Dealer deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the dealer deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.
(4) Department--Texas Department of Motor Vehicles.

(5) Deputy--A person appointed to serve in an official government capacity to perform, under the provisions of this subchapter, designated motor vehicle titling, registration, and registration renewal services as a deputy assessor-collector. The term "deputy" does not include an employee of a county tax assessor-collector.

(6) Full service deputy--A deputy appointed to accept and process applications for motor vehicle title transfers and initial registrations, and process registration renewals and other transactions related to titling and registration. Full service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the full service deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.

(7) Limited service deputy--A deputy appointed to accept and process motor vehicle registration renewals. Limited service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the limited service deputy to serve as the deputy's agent in performing motor vehicle registration renewals.

(8) Person--An individual, business organization, governmental subdivision or agency, or any other legal entity.

## RULE §217.166 Dealer Deputies

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(a) A county tax assessor-collector, with the approval of the commissioners court of the county, may deputize a motor vehicle dealer to act as a dealer deputy to provide motor vehicle titling and registration services in the same manner and with the same authority as though done in the office of the county tax assessor-collector, except as limited by this section.

(b) A dealer deputy must hold a valid general distinguishing number (GDN) under Transportation Code, Chapter 503, Subchapter B, and may act as a dealer deputy only for a type of motor vehicle for which the dealer holds a GDN. A dealer may not continue to act as a dealer deputy if the GDN is cancelled or suspended.

(c) A county tax assessor-collector may impose reasonable obligations or requirements upon a dealer deputy in addition to those set forth in this section. The county tax assessor-collector may, at the time of deputation or upon renewal of deputation, impose specified restrictions or limitations on a dealer deputy's authority to provide certain titling or registration services.

(d) Upon the transfer of ownership of motor vehicles purchased, sold or exchanged by

the dealer deputy, the dealer deputy may process titling transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise provide titling services to the general public.
(e) Upon the transfer of ownership of a motor vehicle purchased, sold or exchanged by the dealer deputy, the dealer deputy may process initial registration transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise offer initial registration services to the general public.
(f) The county tax assessor-collector may authorize a dealer deputy to provide motor vehicle registration renewal services. A dealer deputy offering registration renewal services must offer such services to the general public, and must accept and process any proper application for registration renewal that the county tax assessor-collector would accept and process.
(g) To be eligible to serve as a dealer deputy, a person must be trained to perform motor vehicle titling and registration services, as approved by the county tax assessor-collector, or otherwise be deemed competent by the county tax assessor-collector to perform such services.
(h) To be eligible to serve as a dealer deputy, a person must post a bond payable to the county tax assessor-collector consistent with §217.167 of this title (relating to Bonding Requirements) with the bond conditioned on the person's proper accounting and remittance of the fees the person collects.
(i) A person applying to be a dealer deputy must complete the application process as specified by the county tax assessor-collector. The application process may include satisfaction of any bonding requirements and completion of any additional required documentation or training of the deputy before the processing of any title or registration transactions may occur.
(j) If a dealer deputy offers registration renewal services to the general public, the deputy must provide the physical address at which services will be offered, the mailing address, the phone number, and the hours of service. This information may be published on the department's website and may be published by the county if the county publishes a list of deputy locations.
(k) A dealer deputy shall keep a separate accounting of the fees collected and remitted to the county, and a record of daily receipts.
(l) A dealer deputy may charge or retain fees consistent with the provisions of §217.168 of this title (relating to Deputy Fee Amounts).
(m) This section does not prevent a county tax assessor-collector from deputizing a dealer as a full service deputy under §217.163 of this title (relating to Full Service Deputies) or a limited service deputy under §217.164 of this title (relating to Limited Service Deputies) instead of a dealer deputy under this section.

## RULE §217.167 Bonding Requirements

(a) A deputy appointed under this subchapter shall post a surety bond payable to the county tax assessor-collector.
(b) A deputy is required to post a single bond for a county in which the deputy performs titling, registration, or registration renewal services, regardless of the number of locations in that county from which that deputy may provide these services.
(c) A full service deputy or dealer deputy must post a bond in an amount between $100,000 and $5,000,000, as determined by the county tax assessor-collector.
(d) A limited service deputy must post a bond in an amount between $2,500 and $1,000,000, as determined by the county tax assessor-collector.
(e) A deputy that is an agency or subdivision of a governmental jurisdiction of the State of Texas is not required to post a bond pursuant to this section, unless the county tax assessor-collector determines that a bond should be required in an amount consistent with subsection (d) of this section.

**Source Note:** The provisions of this §217.167 adopted to be effective August 8, 2016, 41 TexReg 5787

## RULE §217.168 Deputy Fee Amounts

(a) Fees. A county tax assessor-collector may authorize a deputy to charge or retain the fee amounts prescribed by this section according to the type of deputy and transaction type.
(b) Title transactions. For each motor vehicle title transaction processed:
(1) A full service deputy may charge the customer a fee of up to $20, as determined by the full service deputy and approved by the tax assessor-collector. The full service deputy retains the entire fee charged to the customer.
(2) A dealer deputy may charge the customer a fee of up to $10, as determined by the dealer deputy and approved by the tax assessor-collector. The dealer deputy retains the entire fee charged to the customer. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.
(c) Registration and registration renewals. For each registration transaction processed:
(1) A full service deputy may:
(A) retain $1 from the processing and handling fee established by §217.183 of this title (relating to Fee Amount); and
(B) charge a convenience fee of $9, except as limited by §217.184 of this title (relating to Exclusions).
(2) A limited service deputy may retain $1 from the processing and handling fee

established by §217.183.

(3) A dealer deputy may retain $1 from the processing and handling fee established by §217.183. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.

(d) Temporary permit transactions under Transportation Code, §502.094 or §502.095. For each temporary permit transaction processed by a full service deputy, the full service deputy may retain the entire processing and handling fee established by §217.183.

(e) Full service deputy convenience fee. The convenience fee authorized by this section is collected by the full service deputy directly from the customer and is in addition to the processing and handling fee established by §217.183. A full service deputy may not charge any additional fee for a registration or registration renewal transaction.

(f) Related transactions by a full service deputy. The limitations of subsections (b), (c), (d), and (e) of this section do not apply to other services that a full service deputy may perform that are related to titles or registrations, but are not transactions that must be performed through the department's automated vehicle registration and title system. Services that are not transactions performed through the department's automated vehicle registration and title system include, but are not limited to, the additional fees a full service deputy may charge for copying, faxing, or transporting documents required to obtain or correct a motor vehicle title or registration. However, the additional fees that a full service deputy may charge for these other services may be limited by the terms of the county tax assessor-collector's authorization to act as deputy.

(g) Posting of fees. At each location where a full service deputy provides titling or registration services, the deputy must prominently post a list stating all fees charged for each service related to titling or registration. The fee list must specifically state each service, including the additional fee charged for that service, that is subject to subsections (b), (c), (d), or (e) of this section. The fee list must also state that each service subject to an additional fee under subsection (b), (c), (d), or (e) of this section may be obtained from the county tax assessor-collector without the additional fee. If the full service deputy maintains a website advertising or offering titling or registration services, the deputy must post the fee list described by this subsection on the website.

(h) Additional compensation. The fee amounts set forth in this section do not preclude or limit the ability of a county to provide additional compensation to a deputy out of county funds.

RULE §217.185 Allocation of Processing and Handling Fee

(a) For registrations that expire on or after January 1, 2017 and registrations that expired prior to January 1, 2017 that are submitted for renewal on or after July 1, 2017, except as provided in subsection (b) of this section, the fee amount established in §217.183 of this title (relating to Fee Amount) shall be allocated as follows:

(1) If the registration transaction was processed in person at the office of the county tax assessor-collector:

(A) the county tax assessor-collector may retain $2.30; and

(B) the remaining amount shall be remitted to the department.

(2) If the registration transaction was mailed to office of the county tax assessor-collector:

(A) the county tax assessor-collector may retain $2.30; and

(B) the remaining amount shall be remitted to the department.

(3) If the registration transaction was processed through the department or the TxIRP system or is a registration processed under Transportation Code, §§502.0023, 502.091, or 502.255; or §217.46(b)(5) or (d)(1)(B)(i) of this title (relating to Commercial Vehicle Registration):

(A) $2.30 will be remitted to the county tax assessor-collector; and

(B) the remaining amount shall be retained by the department.

(4) If the registration transaction was processed through the department's online registration portal, the fee established in §217.183 is discounted by $1:

(A) Texas Online receives the amount set pursuant to Government Code, §2054.2591, Fees;

(B) the county tax assessor-collector may retain $.25; and

(C) the remaining amount shall be remitted to the department.

(5) If the registration transaction was processed by a deputy appointed by the county tax assessor-collector in accordance with Subchapter H of this chapter (relating to Deputies):

(A) the deputy may retain:

(i) the amount specified in §217.168(c) of this title (relating to Deputy Fee Amounts). The deputy must remit the remainder of the processing and handling fee to the county tax assessor-collector; and

(ii) the convenience fee established in §217.168, if the registration transaction is processed by a full service deputy;

(B) the county tax assessor-collector may retain $1.30; and

(C) the county tax assessor-collector must remit the remaining amount to the department.

(b) For transactions under Transportation Code, §§502.092-502.095, the entity receiving the application and processing the transaction collects and retains the entire processing and handling fee established in §217.183. A full service deputy processing

a temporary permit transaction may not charge a convenience fee for that transaction.

**AI-58207** **Tax Office** **8. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** TAX OFFICE

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## Information

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761).

**BACKGROUND**

Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Heller-Bird agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment

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## Fiscal Impact

## Attachments

Heller Bird Contract

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:19 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Edgar Jaramillo Started On: 01/24/2017 12:32 PM

Final Approval Date: 02/02/2017

## Bond Change Rider

To be attached to and form a part of Bond Number 0942422 dated the 11TH day of DECEMBER, 2015 on behalf of HELLER-BIRD II LTD DBA AUDI SAN JUAN

issued by FEDERATED MUTUAL INSURANCE COMPANY, Owatonna, Minnesota , in favor of HIDALGO COUNTY PO BOX 178 EDINBURG, TX 78540-0178. This bond is hereby modified, subject to its terms, conditions and limitations

from: FIVE THOUSAND AND NO/100-- DOLLARS ($5,000.00)

to: ONE HUNDRED THOUSAND AND NO/100-- DOLLARS ($100,000.00)

Effective the 11TH day of DECEMBER, 2016

SIGNED AND SEALED this 21ST day of NOVEMBER, 2016

**FEDERATED MUTUAL INSURANCE COMPANY**

Kelly Hagen

KELLY HAGEN (Attorney-in-Fact)

AF-88 Ed. 07-00

# TEXAS LICENSE & PERMIT BOND

**Bond #** 0942422

**KNOW ALL MEN BY THESE PRESENTS,** That we, HELLER-BIRD II LTD DBA AUDI SAN JUAN of 1001 E EXPRESSWAY 83 SAN JUAN, TX 78589 as Principal, and FEDERATED MUTUAL INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of MINNESOTA, and authorized to become sole Surety on bonds in the State of Texas, as Surety, are held and firmly bound unto Pablo (Paul) Villarreal Jr. Tax Assessor and Collector, County of HIDALGO and successors in office in the penal sum of FIVE THOUSAND AND NO/100-- ($ 5,000.00 ) Dollars, lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal desires to pick up License Plates, License Registration Receipts and Validation Stickers from the Tax Assessor and Collector of the County of HIDALGO valued at not exceeding FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00 ).

**NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH THAT,** If the said Principal will pay for said License Plates, Validation Stickers, and License Registration Receipts or deliver said License Plates, Validation Stickers, and License Registration Receipts upon demand by said Tax Assessor and Collector, and perform as per signed agreement with said Tax Assessor and Collector, then this obligation to be void, otherwise to be and remain in full force and effect.

If the surety shall so elect, the surety may cancel this bond by giving the principal and the obligee thirty (30) days written notice of such cancellation.

**IN WITNESS WHEREOF,** and Principal has hereunto signed his or her name and said Surety has hereunto caused its name and corporate seal to be affixed by its duly authorized Attorney-In-Fact this 11TH day of DECEMBER, 2015.

**(SEAL)**

HELLER-BIRD II LTD DBA AUDI SAN JUAN
Principal

By: _____

_____
Witness

**(SEAL)**

FEDERATED MUTUAL INSURANCE COMPANY
Surety

By: Kelly Hagen
KELLY HAGEN Attorney-In-Fact

Judy Schum
Witness

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State

of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD II LTD DBA AUDI SAN JUAN SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Senior Vice President and Assistant Secretary this the 29TH day of MAY, 2013.

FEDERATED MUTUAL INSURANCE COMPANY

BY James A. Thon
Senior Vice President

and BY Gregory J Stroik
Assistant Secretary

(SEAL)

STATE OF MINNESOTA
COUNTY OF STEELE

On this 29TH day of MAY, 2013 personally appeared before me, the undersigned notary public, James A. Thon and Gregory J. Stroik to me personally known, who, each being duly sworn by me, did say that they are respectively the Senior Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Gregory J. Stroik acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Senior Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 11TH day of DECEMBER, 2015.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Senior Vice President

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD II LTD DBA AUDI SAN JUAN SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

(SEAL)

FEDERATED MUTUAL INSURANCE COMPANY

BY James A. Thon
Executive Vice President

and BY
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 21ST day of NOVEMBER, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Executive Vice President

## Continuation Certificate

*IN CONSIDERATION* of the payment of a premium of $ 100.00

Federated Mutual Insurance Company hereby continues in force to 12-11-2017

its bond No. 0942422 effective 12/11/2015, in the sum of

FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00), on behalf of

HELLER-BIRD II LTD DBA AUDI SAN JUAN

represented by (if applicable) _____, Principal, in favor of

HIDALGO COUNTY TAX ASSESSOR

Obligee subject to all its terms, conditions and limitations as set forth and expressed in said bond.

This certificate is executed upon the express condition that the Company's liability under said bond and this and all continuation certificates issued in connection therewith shall not be cumulative, and shall not in any event exceed the amount set forth in said bond, or said amount as it may have been increased or decreased by any rider(s) or endorsement(s) properly issued by the Company.

Dated this 10TH day of OCTOBER, 2016

Federated Mutual Insurance Company

By Kelly Hagen
KELLY HAGEN Attorney-in-Fact

*** If Renewal Not Desired, Please Return Original Continuation Certificate With Power Of Attorney Within 30 Days For Cancellation.**

FEDERATED INSURANCE®

PO Box 328
Owatonna, MN 55060

BF-22 Ed. 08-13

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD II LTD DBA AUDI SAN JUAN SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY James A. Thon
Executive Vice President

and BY
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 10TH day of OCTOBER, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Executive Vice President

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD II, LTD DBA AUDI SAN JUAN, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor vehicle titling and registration services are trained in accordance with the County

qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: HELLER-BIRD II, LTD
DBA AUDI SAN JUAN
31445 IH 10 W
SAN JUAN, TX 78589

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

HELLER-BIRD II, LTD
DBA AUDI SAN JUAN
GDN# P116285
31445 IH 10 W
SAN JUAN, TX 78589

BY: _____

PRINTED NAME: William Bird

TITLE: Owner

## Bond Change Rider

To be attached to and form a part of Bond Number 0942420 dated the 11TH day of DECEMBER, 2015 on behalf of HELLER-BIRD III LTD DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN

issued by FEDERATED MUTUAL INSURANCE COMPANY, Owatonna, Minnesota , in favor of HIDALGO COUNTY PO BOX 178 EDINBURG, TX 78540-0178

. This bond is hereby modified, subject to its terms, conditions and limitations

from: FIVE THOUSAND AND NO/100-- DOLLARS ($5,000.00)

to: ONE HUNDRED THOUSAND AND NO/100-- DOLLARS ($100,000.00)

Effective the 11TH day of DECEMBER, 2016

SIGNED AND SEALED this 21ST day of NOVEMBER, 2016

**FEDERATED MUTUAL INSURANCE COMPANY**

Kelly Hagen

KELLY HAGEN (Attorney-in-Fact)

AF-88 Ed. 07-00

## TEXAS LICENSE & PERMIT BOND

**Bond #** 0942420

**KNOW ALL MEN BY THESE PRESENTS,** That we, HELLER-BIRD III LTD DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN of 601 E EXPRESSWAY 83 SAN JUAN, TX 78589-4503 as Principal, and FEDERATED MUTUAL INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of MINNESOTA, and authorized to become sole Surety on bonds in the State of Texas, as Surety, are held and firmly bound unto Pablo (Paul) Villarreal Jr. Tax Assessor and Collector, County of HIDALGO and successors in office in the penal sum of FIVE THOUSAND AND NO/100-- ($ 5,000.00 ) Dollars, lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal desires to pick up License Plates, License Registration Receipts and Validation Stickers from the Tax Assessor and Collector of the County of HIDALGO valued at not exceeding FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00 ).

**NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH THAT,** If the said Principal will pay for said License Plates, Validation Stickers, and License Registration Receipts or deliver said License Plates, Validation Stickers, and License Registration Receipts upon demand by said Tax Assessor and Collector, and perform as per signed agreement with said Tax Assessor and Collector, then this obligation to be void, otherwise to be and remain in full force and effect.

If the surety shall so elect, the surety may cancel this bond by giving the principal and the obligee thirty (30) days written notice of such cancellation.

**IN WITNESS WHEREOF,** and Principal has hereunto signed his or her name and said Surety has hereunto caused its name and corporate seal to be affixed by its duly authorized Attorney-In-Fact this 11TH day of DECEMBER, 2015.

**(SEAL)**

HELLER-BIRD III LTD
DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN
Principal

By: _____

Witness

**(SEAL)**

FEDERATED MUTUAL INSURANCE COMPANY
Surety

By: Kelly Hagen
KELLY HAGEN Attorney-In-Fact

Witness

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State

of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD III LTD DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Senior Vice President and Assistant Secretary this the 29TH day of MAY, 2013.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY James A. Thon
Senior Vice President

and BY Gregory J Stroik
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 29TH day of MAY, 2013 personally appeared before me, the undersigned notary public, James A. Thon and Gregory J. Stroik to me personally known, who, each being duly sworn by me, did say that they are respectively the Senior Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Gregory J. Stroik acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Senior Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 11TH day of DECEMBER, 2015.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Senior Vice President

## Continuation Certificate

*IN CONSIDERATION* of the payment of a premium of $ 100.00

Federated Mutual Insurance Company hereby continues in force to 12-11-2017

its bond No. 0942420 effective 12/11/2015, in the sum of

FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00 ), on behalf of

HELLER-BIRD III LTD DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN

represented by (if applicable) _____, Principal, in favor of

HIDALGO COUNTY TAX ASSESSOR

Obligee subject to all its terms, conditions and limitations as set forth and expressed in said bond.

This certificate is executed upon the express condition that the Company's liability under said bond and this and all continuation certificates issued in connection therewith shall not be cumulative, and shall not in any event exceed the amount set forth in said bond, or said amount as it may have been increased or decreased by any rider(s) or endorsement(s) properly issued by the Company.

Dated this 10TH day of OCTOBER, 2016

Federated Mutual Insurance Company

By Kelly Hagen
KELLY HAGEN Attorney-in-Fact

*** If Renewal Not Desired, Please Return Original Continuation Certificate With Power Of Attorney Within 30 Days For Cancellation.**

FEDERATED INSURANCE®

PO Box 328
Owatonna, MN 55060

BF-22 Ed. 08-13

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD III LTD DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

(SEAL)

FEDERATED MUTUAL INSURANCE COMPANY

BY James A. Thon
Executive Vice President

and BY Jonathan R. Hanson
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

(SEAL)

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 21ST day of NOVEMBER, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Executive Vice President

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD III LTD DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY James A. Thon
Executive Vice President

and BY
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 10TH day of OCTOBER, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Executive Vice President

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD III, LTD DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor

vehicle titling and registration services are trained in accordance with the County qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: HELLER-BIRD III, LTD
DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN
601 E EXPRESSWAY 83
SAN JUAN, TX 78589

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

HELLER-BIRD III, LTD
DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN
GDN# P118864
601 E EXPRESSWAY 83
SAN JUAN, TX 78589

BY: _____

PRINTED NAME: William Bird

TITLE: Owner

## Bond Change Rider

To be attached to and form a part of Bond Number 0942419 dated the 11TH day of DECEMBER, 2015 on behalf of HELLER-BIRD MOTORS LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN

issued by FEDERATED MUTUAL INSURANCE COMPANY, Owatonna, Minnesota , in favor of HIDALGO COUNTY PO BOX 178 EDINBURG, TX 78540-0178

. This bond is hereby modified, subject to its terms, conditions and limitations

from: FIVE THOUSAND AND NO/100-- DOLLARS ($5,000.00)

to: ONE HUNDRED THOUSAND AND NO/100-- DOLLARS ($100,000.00)

Effective the 11TH day of DECEMBER, 2016

SIGNED AND SEALED this 21ST day of NOVEMBER, 2016

**FEDERATED MUTUAL INSURANCE COMPANY**

Kelly Hagen

KELLY HAGEN (Attorney-in-Fact)



AF-88 Ed. 07-00

# TEXAS LICENSE & PERMIT BOND

**Bond #** 0942419

**KNOW ALL MEN BY THESE PRESENTS,** That we, HELLER-BIRD MOTORS LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN of 400 E EXPRESSWAY 83 SAN JUAN, TX 78589-2461 as Principal, and FEDERATED MUTUAL INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of MINNESOTA, and authorized to become sole Surety on bonds in the State of Texas, as Surety, are held and firmly bound unto Pablo (Paul) Villarreal Jr. Tax Assessor and Collector, County of HIDALGO and successors in office in the penal sum of FIVE THOUSAND AND NO/100-- ($ 5,000.00 ) Dollars, lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal desires to pick up License Plates, License Registration Receipts and Validation Stickers from the Tax Assessor and Collector of the County of HIDALGO valued at not exceeding FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00 ).

**NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH THAT,** If the said Principal will pay for said License Plates, Validation Stickers, and License Registration Receipts or deliver said License Plates, Validation Stickers, and License Registration Receipts upon demand by said Tax Assessor and Collector, and perform as per signed agreement with said Tax Assessor and Collector, then this obligation to be void, otherwise to be and remain in full force and effect.

If the surety shall so elect, the surety may cancel this bond by giving the principal and the obligee thirty (30) days written notice of such cancellation.

**IN WITNESS WHEREOF,** and Principal has hereunto signed his or her name and said Surety has hereunto caused its name and corporate seal to be affixed by its duly authorized Attorney-In-Fact this 11TH day of DECEMBER, 2015.

**(SEAL)**

HELLER-BIRD MOTORS LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN

Principal

By: _____

Witness

**(SEAL)**

FEDERATED MUTUAL INSURANCE COMPANY

Surety

By: Kelly Hagen

KELLY HAGEN Attorney-In-Fact

Witness

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH
HELLER-BIRD MOTORS LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN
SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Senior Vice President and Assistant Secretary this the 29TH day of MAY, 2013.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY James A. Thon
Senior Vice President

and BY Gregory J Stroik
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 29TH day of MAY, 2013 personally appeared before me, the undersigned notary public, James A. Thon and Gregory J. Stroik to me personally known, who, each being duly sworn by me, did say that they are respectively the Senior Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Gregory J. Stroik acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Senior Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 11TH day of DECEMBER, 2015.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Senior Vice President

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD MOTORS LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN
SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

(SEAL)

FEDERATED MUTUAL INSURANCE COMPANY

BY James A. Thon
Executive Vice President

and BY Jonathan R. Hanson
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 21ST day of NOVEMBER, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Executive Vice President

## Continuation Certificate

*IN CONSIDERATION* of the payment of a premium of $ 100.00

Federated Mutual Insurance Company hereby continues in force to 12-11-2017

its bond No. 0942419 effective 12/11/2015, in the sum of FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00), on behalf of HELLER-BIRD MOTORS LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN

represented by (if applicable) _____, Principal, in favor of HIDALGO COUNTY TAX ASSESSOR

Obligee subject to all its terms, conditions and limitations as set forth and expressed in said bond.

This certificate is executed upon the express condition that the Company's liability under said bond and this and all continuation certificates issued in connection therewith shall not be cumulative, and shall not in any event exceed the amount set forth in said bond, or said amount as it may have been increased or decreased by any rider(s) or endorsement(s) properly issued by the Company.

Dated this 10TH day of OCTOBER, 2016

Federated Mutual Insurance Company

By Kelly Hagen
KELLY HAGEN Attorney-in-Fact

*** If Renewal Not Desired, Please Return Original Continuation Certificate With Power Of Attorney Within 30 Days For Cancellation.**

FEDERATED INSURANCE®

PO Box 328
Owatonna, MN 55060

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD MOTORS LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN
SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY James A. Thon
Executive Vice President

and BY Jonathan R. Hanson
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 10TH day of OCTOBER, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Executive Vice President

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD MOTORS, LTD DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor

vehicle titling and registration services are trained in accordance with the County qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: HELLER-BIRD MOTORS, LTD
DBA MERCEDES-BENZ OF SAN JUAN,
SMART CENTER OF SAN JUAN
400 E EXPRESSWAY 83
SAN JUAN, TX 78589

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

HELLER-BIRD MOTORS, LTD
DBA MERCEDES-BENZ OF SAN JUAN,
SMART CENTER OF SAN JUAN
GDN# P112761
400 E EXPRESSWAY 83
SAN JUAN, TX 78589

BY: _____

PRINTED NAME: William Bird

TITLE: Owner

## Bond Change Rider

To be attached to and form a part of Bond Number 0942421 dated the 11TH day of DECEMBER, 2015 on behalf of HELLER-BIRD V LTD DBA ACURA OF THE RIO GRANDE VALLEY

issued by FEDERATED MUTUAL INSURANCE COMPANY, Owatonna, Minnesota , in favor of HIDALGO COUNTY PO BOX 178 EDINBURG, TX 78540-0178

. This bond is hereby modified, subject to its terms, conditions and limitations

from: FIVE THOUSAND AND NO/100-- DOLLARS ($5,000.00)

to: ONE HUNDRED THOUSAND AND NO/100-- DOLLARS ($100,000.00)

Effective the 11TH day of DECEMBER, 2016

SIGNED AND SEALED this 21ST day of NOVEMBER, 2016

**FEDERATED MUTUAL INSURANCE COMPANY**

Kelly Hagen

KELLY HAGEN (Attorney-in-Fact)

## TEXAS LICENSE & PERMIT BOND

**Bond #** 0942421

**KNOW ALL MEN BY THESE PRESENTS,** That we, HELLER-BIRD V LTD DBA ACURA OF THE RIO GRANDE VALLEY of 1201 E EXPRESSWAY 83 SAN JUAN, TX 78589 as Principal, and FEDERATED MUTUAL INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of MINNESOTA, and authorized to become sole Surety on bonds in the State of Texas, as Surety, are held and firmly bound unto Pablo (Paul) Villarreal Jr. Tax Assessor and Collector, County of HIDALGO and successors in office in the penal sum of FIVE THOUSAND AND NO/100-- ($ 5,000.00 ) Dollars, lawful money of the United States, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal desires to pick up License Plates, License Registration Receipts and Validation Stickers from the Tax Assessor and Collector of the County of HIDALGO valued at not exceeding FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00 ).

**NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH THAT,** If the said Principal will pay for said License Plates, Validation Stickers, and License Registration Receipts or deliver said License Plates, Validation Stickers, and License Registration Receipts upon demand by said Tax Assessor and Collector, and perform as per signed agreement with said Tax Assessor and Collector, then this obligation to be void, otherwise to be and remain in full force and effect.

If the surety shall so elect, the surety may cancel this bond by giving the principal and the obligee thirty (30) days written notice of such cancellation.

**IN WITNESS WHEREOF,** and Principal has hereunto signed his or her name and said Surety has hereunto caused its name and corporate seal to be affixed by its duly authorized Attorney-In-Fact this 11TH day of DECEMBER, 2015.

**(SEAL)**

HELLER-BIRD V LTD DBA ACURA OF THE RIO GRANDE VALLEY

Principal

By: _____

Witness

**(SEAL)**

FEDERATED MUTUAL INSURANCE COMPANY

Surety

Witness

By: Kelly Hagen

KELLY HAGEN Attorney-In-Fact

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State

of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD V LTD DBA ACURA OF THE RIO GRANDE VALLEY SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Senior Vice President and Assistant Secretary this the 29TH day of MAY, 2013.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

BY James A. Thon
Senior Vice President

and BY Gregory J Stroik
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 29TH day of MAY, 2013 personally appeared before me, the undersigned notary public, James A. Thon and Gregory J. Stroik to me personally known, who, each being duly sworn by me, did say that they are respectively the Senior Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Gregory J. Stroik acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Senior Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 11TH day of DECEMBER, 2015.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Senior Vice President

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

KELLY HAGEN of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS ($100,000) EACH

HELLER-BIRD V LTD DBA ACURA OF THE RIO GRANDE VALLEY SAN JUAN, TX

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

1) Employed by Federated Mutual Insurance Company or

2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

(SEAL)

FEDERATED MUTUAL INSURANCE COMPANY

BY James A. Thon
Executive Vice President

and BY
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)

KELLY J. HAGEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Kelly J. Hagen

## COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

KELLY HAGEN of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 21ST day of NOVEMBER, 2016.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thon

Executive Vice President

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD V, LTD DBA ACURA OF THE RIO GRANDE VALLEY, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor vehicle titling and registration services are trained in accordance with the County

qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: HELLER-BIRD V, LTD
DBA ACURA OF THE RIO GRANDE VALLEY
116 E BLANCO RD STE 201
SAN JUAN, TX 78589

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

HELLER-BIRD V, LTD
DBA ACURA OF THE RIO GRANDE VALLEY,
GDN# P130258
116 E BLANCO RD STE 201
SAN JUAN, TX 78589

BY: _____

PRINTED NAME: Alfonso Cavazos

TITLE: GM / Owner

## Santos Castilleja

**From:** Steve Crain <scrain@atlashall.com>
**Sent:** Wednesday, January 11, 2017 12:10 PM
**To:** Santos Castilleja
**Subject:** RE: WebDealer Deputy Agreement Heller-Bird

These documents are OK.

---

**From:** Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
**Sent:** Tuesday, January 10, 2017 4:17 PM
**To:** scrain@atlashall.com
**Cc:** Paul Villarreal <paul.villarreal@hidalgocountytax.org>; valde.guerra@co.hidalgo.tx.us; Eva Mireles <eva.mireles@hidalgocountytax.org>; rene.rangel@txdmv.gov; sergio.cruz@co.hidalgo.tx.us; Gabriel Ochoa <gabriel.ochoa@hidalgocountytax.org>
**Subject:** WebDealer Deputy Agreement Heller-Bird

January 09, 2017

Steve Crain
Hidalgo County Attorney
Altlas Hall
818 Pecan Blvd.
McAllen, TX 78539

Subject: WebDealer Contract (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761)

Dear Mr. Crain,

I wanted to thank you for assisting us with putting these contracts together. Updates to the Texas Administrative code required us to make changes to our existing WebDealer contracts. The same will be done to all of our WebDealer participants in the following days. The Heller-Bird dealerships would like continue our agreement as it will entitle them to the new processing and handling fee. Dealer desires to act as agents of the County in the issuance of motor vehicle license registration stickers and license plates and in the application for vehicle titles. The dealership has increased it's bond for the 4 dealerships in the program from $5,000 to $100,000.

**At this time we would like to formally request legal approval to proceed with this request from our Commissioners.**

I am forwarding you a copy of the contract and supporting documents.

Agenda Item Caption:

A. Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Heller-Bird agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

As expected, we plan to add several additional dealers in the upcoming months. If you have any questions, please feel free to ask.

Sincerely,

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

PV:SC:GO:LA

Sec. 520.0071. DEPUTIES. (a) The board by rule shall prescribe:

(1) the classification types of deputies performing titling and registration duties;

(2) the duties and obligations of deputies;

(3) the type and amount of any bonds that may be required by a county assessor-collector for a deputy to perform titling and registration duties; and

(4) the fees that may be charged or retained by deputies.

(b) A county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to perform titling and registration services in accordance with rules adopted under Subsection (a).

Added by Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 90, eff. September 1, 2013.
Added by Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 44, eff. September 1, 2013.

Sec. 520.0093. LEASE OF COMPUTER EQUIPMENT. (a) The department may lease equipment and provide related services to a:

(1) county for the operation of the automated registration and titling system in addition to the equipment provided by the department at no cost to the county under a formula prescribed by the department; and

(2) deputy appointed under Section 520.0071.

(b) On the request of the tax assessor-collector of a county, the department may enter into an agreement with the commissioners court of that county under which the department leases additional equipment to the county for the use of the tax assessor-collector in operating the automated registration and titling system in that county.

(b-1) On the request of a deputy appointed under Section 520.0071, the department may enter into an agreement under which

the department leases equipment to the deputy for the use of the deputy in operating the automated registration and titling system. The department may require the deputy to post a bond in an amount equal to the value of the equipment.

(c) A county may install equipment leased under this section at offices of the county or of an agent of the county. A deputy appointed under Section 520.0071 may install equipment leased under this section on the premises described in the agreement.

(d) Equipment leased under this section:

(1) remains the property of the department; and

(2) must be used primarily for the automated registration and titling system.

(e) Under the agreement, the department shall charge an amount not less than the amount of the cost to the department to provide the equipment and any related services under the lease. All money collected under the lease shall be deposited to the credit of the Texas Department of Motor Vehicles fund.

Redesignated and amended from Transportation Code, Section 520.002 by Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 232, eff. January 1, 2012.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 91, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 92, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 45, eff. September 1, 2013.

| | |
|---|---|
| TITLE 43 | TRANSPORTATION |
| PART 10 | TEXAS DEPARTMENT OF MOTOR VEHICLES |
| CHAPTER 217 | VEHICLE TITLES AND REGISTRATION |
| SUBCHAPTER H | DEPUTIES |
| RULE §217.161 | Purpose and Scope |

Pursuant to Transportation Code, §520.0071, a county tax assessor-collector, with the approval of the commissioners court of the county, may appoint deputies to perform designated motor vehicle titling and registration services. This subchapter prescribes the classification types, duties, and obligations of deputies; the type and amount of any bonds that deputies may be required to post; and the fees that deputies may be authorized to charge or retain. A deputy appointed under Transportation Code, §520.0071, on or before December 31, 2016, may continue to perform services authorized under former Transportation Code, §§520.008, 520.009, 520.0091, and 520.0092, as amended by Acts 2011, 82nd Leg., ch. 1296 (H.B. 2357). Beginning January 1, 2017, all deputies must be deputized in accordance with and comply with the provisions of this subchapter.

## RULE §217.162 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings unless the context clearly indicates otherwise.

(1) Board--Board of the Texas Department of Motor Vehicles.
(2) Commercial fleet buyer--An entity that, in compliance with Transportation Code, §501.0234(b), is deputized under this subchapter, utilizes the dealer title application process developed to provide a method to submit title transactions to the county in which the commercial fleet buyer is a deputy, and has authority to accept an application for registration and application for title transfer that the county tax assessor-collector may accept.
(3) Dealer deputy--A motor vehicle dealer, as defined by Transportation Code, §503.001(4), including a commercial fleet buyer, who is deputized to process motor vehicle titling and registration transactions, and who may be authorized to provide registration renewal services. Dealer deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the dealer deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.
(4) Department--Texas Department of Motor Vehicles.

(5) Deputy--A person appointed to serve in an official government capacity to perform, under the provisions of this subchapter, designated motor vehicle titling, registration, and registration renewal services as a deputy assessor-collector. The term "deputy" does not include an employee of a county tax assessor-collector.

(6) Full service deputy--A deputy appointed to accept and process applications for motor vehicle title transfers and initial registrations, and process registration renewals and other transactions related to titling and registration. Full service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the full service deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.

(7) Limited service deputy--A deputy appointed to accept and process motor vehicle registration renewals. Limited service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the limited service deputy to serve as the deputy's agent in performing motor vehicle registration renewals.

(8) Person--An individual, business organization, governmental subdivision or agency, or any other legal entity.

## RULE §217.166 Dealer Deputies

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(a) A county tax assessor-collector, with the approval of the commissioners court of the county, may deputize a motor vehicle dealer to act as a dealer deputy to provide motor vehicle titling and registration services in the same manner and with the same authority as though done in the office of the county tax assessor-collector, except as limited by this section.

(b) A dealer deputy must hold a valid general distinguishing number (GDN) under Transportation Code, Chapter 503, Subchapter B, and may act as a dealer deputy only for a type of motor vehicle for which the dealer holds a GDN. A dealer may not continue to act as a dealer deputy if the GDN is cancelled or suspended.

(c) A county tax assessor-collector may impose reasonable obligations or requirements upon a dealer deputy in addition to those set forth in this section. The county tax assessor-collector may, at the time of deputation or upon renewal of deputation, impose specified restrictions or limitations on a dealer deputy's authority to provide certain titling or registration services.

(d) Upon the transfer of ownership of motor vehicles purchased, sold or exchanged by

the dealer deputy, the dealer deputy may process titling transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise provide titling services to the general public.
(e) Upon the transfer of ownership of a motor vehicle purchased, sold or exchanged by the dealer deputy, the dealer deputy may process initial registration transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise offer initial registration services to the general public.
(f) The county tax assessor-collector may authorize a dealer deputy to provide motor vehicle registration renewal services. A dealer deputy offering registration renewal services must offer such services to the general public, and must accept and process any proper application for registration renewal that the county tax assessor-collector would accept and process.
(g) To be eligible to serve as a dealer deputy, a person must be trained to perform motor vehicle titling and registration services, as approved by the county tax assessor-collector, or otherwise be deemed competent by the county tax assessor-collector to perform such services.
(h) To be eligible to serve as a dealer deputy, a person must post a bond payable to the county tax assessor-collector consistent with §217.167 of this title (relating to Bonding Requirements) with the bond conditioned on the person's proper accounting and remittance of the fees the person collects.
(i) A person applying to be a dealer deputy must complete the application process as specified by the county tax assessor-collector. The application process may include satisfaction of any bonding requirements and completion of any additional required documentation or training of the deputy before the processing of any title or registration transactions may occur.
(j) If a dealer deputy offers registration renewal services to the general public, the deputy must provide the physical address at which services will be offered, the mailing address, the phone number, and the hours of service. This information may be published on the department's website and may be published by the county if the county publishes a list of deputy locations.
(k) A dealer deputy shall keep a separate accounting of the fees collected and remitted to the county, and a record of daily receipts.
(l) A dealer deputy may charge or retain fees consistent with the provisions of §217.168 of this title (relating to Deputy Fee Amounts).
(m) This section does not prevent a county tax assessor-collector from deputizing a dealer as a full service deputy under §217.163 of this title (relating to Full Service Deputies) or a limited service deputy under §217.164 of this title (relating to Limited Service Deputies) instead of a dealer deputy under this section.

## RULE §217.167 Bonding Requirements

(a) A deputy appointed under this subchapter shall post a surety bond payable to the county tax assessor-collector.
(b) A deputy is required to post a single bond for a county in which the deputy performs titling, registration, or registration renewal services, regardless of the number of locations in that county from which that deputy may provide these services.
(c) A full service deputy or dealer deputy must post a bond in an amount between $100,000 and $5,000,000, as determined by the county tax assessor-collector.
(d) A limited service deputy must post a bond in an amount between $2,500 and $1,000,000, as determined by the county tax assessor-collector.
(e) A deputy that is an agency or subdivision of a governmental jurisdiction of the State of Texas is not required to post a bond pursuant to this section, unless the county tax assessor-collector determines that a bond should be required in an amount consistent with subsection (d) of this section.

**Source Note:** The provisions of this §217.167 adopted to be effective August 8, 2016, 41 TexReg 5787

## RULE §217.168 Deputy Fee Amounts

(a) Fees. A county tax assessor-collector may authorize a deputy to charge or retain the fee amounts prescribed by this section according to the type of deputy and transaction type.
(b) Title transactions. For each motor vehicle title transaction processed:
(1) A full service deputy may charge the customer a fee of up to $20, as determined by the full service deputy and approved by the tax assessor-collector. The full service deputy retains the entire fee charged to the customer.
(2) A dealer deputy may charge the customer a fee of up to $10, as determined by the dealer deputy and approved by the tax assessor-collector. The dealer deputy retains the entire fee charged to the customer. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.
(c) Registration and registration renewals. For each registration transaction processed:
(1) A full service deputy may:
(A) retain $1 from the processing and handling fee established by §217.183 of this title (relating to Fee Amount); and
(B) charge a convenience fee of $9, except as limited by §217.184 of this title (relating to Exclusions).
(2) A limited service deputy may retain $1 from the processing and handling fee

established by §217.183.

(3) A dealer deputy may retain $1 from the processing and handling fee established by §217.183. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.

(d) Temporary permit transactions under Transportation Code, §502.094 or §502.095. For each temporary permit transaction processed by a full service deputy, the full service deputy may retain the entire processing and handling fee established by §217.183.

(e) Full service deputy convenience fee. The convenience fee authorized by this section is collected by the full service deputy directly from the customer and is in addition to the processing and handling fee established by §217.183. A full service deputy may not charge any additional fee for a registration or registration renewal transaction.

(f) Related transactions by a full service deputy. The limitations of subsections (b), (c), (d), and (e) of this section do not apply to other services that a full service deputy may perform that are related to titles or registrations, but are not transactions that must be performed through the department's automated vehicle registration and title system. Services that are not transactions performed through the department's automated vehicle registration and title system include, but are not limited to, the additional fees a full service deputy may charge for copying, faxing, or transporting documents required to obtain or correct a motor vehicle title or registration. However, the additional fees that a full service deputy may charge for these other services may be limited by the terms of the county tax assessor-collector's authorization to act as deputy.

(g) Posting of fees. At each location where a full service deputy provides titling or registration services, the deputy must prominently post a list stating all fees charged for each service related to titling or registration. The fee list must specifically state each service, including the additional fee charged for that service, that is subject to subsections (b), (c), (d), or (e) of this section. The fee list must also state that each service subject to an additional fee under subsection (b), (c), (d), or (e) of this section may be obtained from the county tax assessor-collector without the additional fee. If the full service deputy maintains a website advertising or offering titling or registration services, the deputy must post the fee list described by this subsection on the website.

(h) Additional compensation. The fee amounts set forth in this section do not preclude or limit the ability of a county to provide additional compensation to a deputy out of county funds.

RULE §217.185 Allocation of Processing and Handling Fee

(a) For registrations that expire on or after January 1, 2017 and registrations that expired prior to January 1, 2017 that are submitted for renewal on or after July 1, 2017, except as provided in subsection (b) of this section, the fee amount established in §217.183 of this title (relating to Fee Amount) shall be allocated as follows:

(1) If the registration transaction was processed in person at the office of the county tax assessor-collector:

(A) the county tax assessor-collector may retain $2.30; and

(B) the remaining amount shall be remitted to the department.

(2) If the registration transaction was mailed to office of the county tax assessor-collector:

(A) the county tax assessor-collector may retain $2.30; and

(B) the remaining amount shall be remitted to the department.

(3) If the registration transaction was processed through the department or the TxIRP system or is a registration processed under Transportation Code, §§502.0023, 502.091, or 502.255; or §217.46(b)(5) or (d)(1)(B)(i) of this title (relating to Commercial Vehicle Registration):

(A) $2.30 will be remitted to the county tax assessor-collector; and

(B) the remaining amount shall be retained by the department.

(4) If the registration transaction was processed through the department's online registration portal, the fee established in §217.183 is discounted by $1:

(A) Texas Online receives the amount set pursuant to Government Code, §2054.2591, Fees;

(B) the county tax assessor-collector may retain $.25; and

(C) the remaining amount shall be remitted to the department.

(5) If the registration transaction was processed by a deputy appointed by the county tax assessor-collector in accordance with Subchapter H of this chapter (relating to Deputies):

(A) the deputy may retain:

(i) the amount specified in §217.168(c) of this title (relating to Deputy Fee Amounts). The deputy must remit the remainder of the processing and handling fee to the county tax assessor-collector; and

(ii) the convenience fee established in §217.168, if the registration transaction is processed by a full service deputy;

(B) the county tax assessor-collector may retain $1.30; and

(C) the county tax assessor-collector must remit the remaining amount to the department.

(b) For transactions under Transportation Code, §§502.092-502.095, the entity receiving the application and processing the transaction collects and retains the entire processing and handling fee established in §217.183. A full service deputy processing

a temporary permit transaction may not charge a convenience fee for that transaction.

**AI-58206** **Tax Office** **8. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** TAX OFFICE

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## Information

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Ed Payne Motors LLP – P4916, Weslaco Motors LP – P22254, Alfa Romeo and Fiat of the Rio Grande Valley, LLC DBA Payne Alfa Romeo – P133756, Weslaco Ford LLP – P21629).

**BACKGROUND**

Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Payne automotive dealerships agree to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

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## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No Fiscal impact.

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## Attachments

Ed Payne Agreement

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:18 PM |
| Linda Flores | Linda Flores | 01/31/2017 10:51 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Edgar Jaramillo Started On: 01/24/2017 11:21 AM

Final Approval Date: 02/02/2017

# SURETEC INSURANCE COMPANY

1330 Post Oak Blvd., Suite 1100 Houston, TX 77056

## BOND RIDER

**Bond No.** 5201018
**Principal:** ALFA ROMEO AND FIAT OF THE RIO GRANDE VALLEY, LLC

**Bond Description:** Hidalgo County Auto License / Plates Registration

**Obligee:** Hidalgo County Tax Assessor/Collector

In consideration of the premium charge, it is understood and agreed that effective January 1, 2017 the bond shall be changed to reflect:

Bond Penalty hereby increased to: $100,000.

PROVIDED, HOWEVER, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above referenced bond, other than as stated above.

Signed this 21st day of December , 2016 .

SureTec Insurance Company

By: Raul Cabaza III
Raul Cabaza III, Attorney-in-Fact

ALFA ROMEO AND FIAT OF THE RIO GRANDE VALLEY, LLC

By:

POA #: 5201018

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Raul Cabaza III

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** ALFA ROMEO AND FIAT OF THE RIO GRANDE VALLEY, LLC
**Obligee:** Hidalgo County Tax Assessor/Collector
**Amount:** $ 100,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21st day of December, 2016, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

# SureTec Motor Vehicle Dealer Bond Application

| | | |
|---|---|---|
| **Bond Eff. Date** 5/29/2015 | **Bond amount $** 5,000.00 | **Who is requiring the bond (Obligee)?** Hidalgo County Tax Assessors-Collector |

| | | | |
|---|---|---|---|
| **Name** *(as it is to appear on the bond)* Ed Payne Motors dba Payne Fiat of The Rio Grande Valley | | | |
| **Address** 2401 E Expresswa | **City** Weslaco | **State** TX | **Zip** 78596 |
| **SS# or Tax ID#** 742679489 | **Phone** 956-969-2525 | **Fax** | |
| **Type of Business** ☐ Individual ☐ Partnership ☐ Corporation ☐ S Corp ☐ LLP ☒ LLC | | | |
| **Date business started** | **No. years experience** | **Approx. no. of cars sold in 3 month period** | |
| **Prior Surety?** ☐ Yes ☒ No *if yes, please give name and reason for change* | | | |

| | | | |
|---|---|---|---|
| **Does the business or any principal involved:** *if yes, attach an explanation* | | | |
| **Have any outstanding collection items or liens?** | ☐ Yes ☐ No | **Had any lawsuits or judgments against them?** | ☐ Yes ☐ No |
| **Ever failed in business or declared bankruptcy?** | ☐ Yes ☒ No | **Ever had a license or bond canceled or denied?** | ☐ Yes ☐ No |

## Owner Information *to be completed by all owners. For more than two owners, make copies and attach*

| | | | | |
|---|---|---|---|---|
| **Name** EM Payne | | **SSN** 453-84-0562 | **Email** | |
| ☐ Own ☐ Rent **Home Address** | | **City** | **State** | **Zip** |
| **Date of Birth** | **Home Phone** | **Spouse** | **Business Ownership** | % |
| **Name** | | **SSN** | **Email** | |
| ☐ Own ☐ Rent **Home Address** | | **City** | **State** | **Zip** |
| **Date of Birth** | **Home Phone** | **Spouse** | **Business Ownership** | % |

## Agency Contact

| | | |
|---|---|---|
| **Agency** Shepard Walton King Ins Group | | |
| **Contact** Raul Cabaza | | |
| **Address** 121 W Pecan, McAllen, TX 785701 | | |
| **Phone** 956-682-2841 | **Fax** 956-630-4015 | |
| **Mobile** | **Email** rcabaza@swkins.com | |

## Agency Recommendation

| | |
|---|---|
| ☐ | **We are not familiar with the applicant** |
| ☐ | **Applicant has been referred to us for bond placement** |
| ☒ | **The agency writes all Applicant's insurance and we highly recommend** |
| ☐ | **Other** |

**Indemnification Agreement – Read Carefully and Sign**

**IN CONSIDERATION** of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned individually hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. That the provided information is true and correct.
2. To reimburse SureTec Insurance Company ("Surety") upon demand for all payments made for and to indemnify Surety from: a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees and claims adjusting fees, for which Surety shall pay, become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee. c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
3. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
4. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Houston, Harris County, Texas and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Harris County, Texas.
5. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
6. Surety, at its sole discretion and without notice to the undersigned is authorized, but not required, to make or consent to changes in the bond or to issue substitute bonds or renewals thereof and this indemnification shall apply to such change, substitute or renewal bond.
7. Regardless of the date of signature, this indemnity is effective as of the date of execution of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

**Important Signature Instructions**

- If sole owner, applicant must sign as duly authorized representative. Spouse must sign as additional indemnitor below.
- If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign as additional indemnitor below.
- If a corporation, the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign as additional indemnitor below.

Signed and dated this 2 day of June, 2015

Ed Payne Motors LLP dba Payne Fiat of the Rio Grande Valley
Print Company Name

x _____ CFO
(Principal's authorized representative) (Title)

**Personal Indemnitors**

Witness: _____ x _____ EM Payne
(Signature) (Print Name)

Witness: _____ x _____
(Signature) (Print Name)

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and ALFA ROMEO AND FIAT OF THE RIO GRANDE VALLEY, LLC DBA PAYNE ALFA ROMEO, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor

vehicle titling and registration services are trained in accordance with the County qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: ALFA ROMEO AND FIAT OF THE RIO GRANDE VALLEY, LLC
DBA PAYNE ALFA ROMEO
2101 E EXPRESSWAY 83 BLDG B
WESLACO, TX 78596

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

ALFA ROMEO AND FIAT OF THE RIO GRANDE VALLEY, LLC
DBA PAYNE ALFA ROMEO
GDN# P133756
2101 E EXPRESSWAY 83 BLDG B
WESLACO, TX 78596

BY: _____

PRINTED NAME: Bob Grooms

TITLE: CFO

THE STATE OF TEXAS

Bond No. 3372777

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That We, Ed Payne Motors LLP as Principal and SureTec Insurance Company as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of One Hundred Thousand Dollars ($100,000.00) Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal, Ed Payne Motors LLP desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $ 100,000.00 and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.

NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal, Ed Payne Motors LLP timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.

IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this 1st DAY OF January, 2017.

Ed Payne Motors LLP

By: _____

SureTec Insurance Company

By: _____
Raul Cabaza III, Attorney in Fact

POA #: 3372777

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Raul Cabaza III

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Ed Payne Motors LLP
**Obligee:** Hidalgo County Tax Assessor/Collector
**Amount:** $ 100,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of January, 2017, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

# SureTec Insurance Company
## THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

### Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**THE STATE OF TEXAS** **Bond No.** 3372777

**COUNTY OF HIDALGO**

**KNOW ALL MEN BY THESE PRESENTS:**

**That We,** Ed Payne Motors LLP **as Principal and** SureTec Insurance Company **as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of** ($5,000.00) Five Thousand **Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.**

**WHEREAS the above bounden Principal,** Ed Payne Motors LLP **desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $** ($5,000.00) Five Thousand Dollars **and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.**

**NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal,** Ed Payne Motors LLP **timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.**

**This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.**

**IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this** 15th **DAY OF** January, 2015.

Ed Payne Motors LLP
Principal

**By:** _____
Title

SureTec Insurance Company
Surety

**By:** _____
Raul Cabaza, Attorney in Fact

POA #: 3372777

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Raul Cabaza**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Ed Payne Motors LLP
**Obligee:** Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas
**Amount:** $ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January, 2015, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and ED PAYNE MOTORS LLP, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor vehicle titling and registration services are trained in accordance with the County

qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: ED PAYNE MOTORS LLP
2101 E EXPRESSWAY 83
WESLACO, TX 78596

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

ED PAYNE MOTORS LLP
GDN# P4916
2101 E EXPRESSWAY 83
WESLACO, TX 78596

BY: _____
PRINTED NAME: Bob Grooms
TITLE: CFO

## Santos Castilleja

**From:** Steve Crain <scrain@atlashall.com>
**Sent:** Wednesday, January 18, 2017 2:35 PM
**To:** Santos Castilleja
**Subject:** RE: WebDealer Deputy Agreement Payne Auto Group

The Ed Payne dealer deputy agreements and bonds are OK.

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**From:** Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
**Sent:** Tuesday, January 17, 2017 12:14 PM
**To:** scrain@atlashall.com
**Cc:** Paul Villarreal <paul.villarreal@hidalgocountytax.org>; valde.guerra@co.hidalgo.tx.us; Eva Mireles <eva.mireles@hidalgocountytax.org>; rene.rangel@txdmv.gov; sergio.cruz@co.hidalgo.tx.us; Gabriel Ochoa <gabriel.ochoa@hidalgocountytax.org>; rene.rangel@txdmv.gov
**Subject:** WebDealer Deputy Agreement Payne Auto Group

January 12, 2017

Steve Crain
Hidalgo County Attorney
Altlas Hall
818 Pecan Blvd.
McAllen, TX 78539

Subject: WebDealer Deputy Agreement (Ed Payne Motors LLP – P4916, Weslaco Motors LP – P22254, Alfa Romeo and Fiat of the Rio Grande Valley, LLC DBA Payne Alfa Romeo – P133756, Weslaco Ford LLP – P21629)

Dear Mr. Crain,

Thank you again for assisting us with these contracts. Updates to the Texas Administrative code required us to make changes to our existing WebDealer contracts. This will complete all of our WebDealer participants currently in the program. The Payne Automotive dealerships would like continue our agreement as it will entitle them to the new processing and handling fee. Dealer desires to act as agents of the County in the issuance of motor vehicle license registration stickers and license plates and in the application for vehicle titles. The dealership has increased its bond for all four dealerships in the program from $5,000 to $100,000.

**At this time we would like to formally request legal approval to proceed with this request from our Commissioners.**

I am forwarding you a copy of the contract and supporting documents.

Agenda Item Caption:

A. Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Ed Payne Motors LLP – P4916, Weslaco Motors LP – P22254, Alfa

Romeo and Fiat of the Rio Grande Valley, LLC DBA Payne Alfa Romeo – P133756, Weslaco Ford LLP – P21629). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Payne automotive dealerships agree to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

These dealerships are the remaining contracts that need to be amended of those that are already part of WebDealer. We expect additional dealers including South Texas Buick to also join the WebDealer deputy program in the upcoming months. If you have any questions, please feel free to ask.

Sincerely,

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

PV:SC:GO:LA

Sec. 520.0071. DEPUTIES. (a) The board by rule shall prescribe:

(1) the classification types of deputies performing titling and registration duties;

(2) the duties and obligations of deputies;

(3) the type and amount of any bonds that may be required by a county assessor-collector for a deputy to perform titling and registration duties; and

(4) the fees that may be charged or retained by deputies.

(b) A county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to perform titling and registration services in accordance with rules adopted under Subsection (a).

Added by Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 90, eff. September 1, 2013.
Added by Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 44, eff. September 1, 2013.

Sec. 520.0093. LEASE OF COMPUTER EQUIPMENT. (a) The department may lease equipment and provide related services to a:

(1) county for the operation of the automated registration and titling system in addition to the equipment provided by the department at no cost to the county under a formula prescribed by the department; and

(2) deputy appointed under Section 520.0071.

(b) On the request of the tax assessor-collector of a county, the department may enter into an agreement with the commissioners court of that county under which the department leases additional equipment to the county for the use of the tax assessor-collector in operating the automated registration and titling system in that county.

(b-1) On the request of a deputy appointed under Section 520.0071, the department may enter into an agreement under which

the department leases equipment to the deputy for the use of the deputy in operating the automated registration and titling system. The department may require the deputy to post a bond in an amount equal to the value of the equipment.

(c) A county may install equipment leased under this section at offices of the county or of an agent of the county. A deputy appointed under Section 520.0071 may install equipment leased under this section on the premises described in the agreement.

(d) Equipment leased under this section:

(1) remains the property of the department; and

(2) must be used primarily for the automated registration and titling system.

(e) Under the agreement, the department shall charge an amount not less than the amount of the cost to the department to provide the equipment and any related services under the lease. All money collected under the lease shall be deposited to the credit of the Texas Department of Motor Vehicles fund.

Redesignated and amended from Transportation Code, Section 520.002 by Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 232, eff. January 1, 2012.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 91, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 92, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 45, eff. September 1, 2013.

| | |
|---|---|
| TITLE 43 | TRANSPORTATION |
| PART 10 | TEXAS DEPARTMENT OF MOTOR VEHICLES |
| CHAPTER 217 | VEHICLE TITLES AND REGISTRATION |
| SUBCHAPTER H | DEPUTIES |
| RULE §217.161 | Purpose and Scope |

Pursuant to Transportation Code, §520.0071, a county tax assessor-collector, with the approval of the commissioners court of the county, may appoint deputies to perform designated motor vehicle titling and registration services. This subchapter prescribes the classification types, duties, and obligations of deputies; the type and amount of any bonds that deputies may be required to post; and the fees that deputies may be authorized to charge or retain. A deputy appointed under Transportation Code, §520.0071, on or before December 31, 2016, may continue to perform services authorized under former Transportation Code, §§520.008, 520.009, 520.0091, and 520.0092, as amended by Acts 2011, 82nd Leg., ch. 1296 (H.B. 2357). Beginning January 1, 2017, all deputies must be deputized in accordance with and comply with the provisions of this subchapter.

## RULE §217.162 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings unless the context clearly indicates otherwise.

(1) Board--Board of the Texas Department of Motor Vehicles.
(2) Commercial fleet buyer--An entity that, in compliance with Transportation Code, §501.0234(b), is deputized under this subchapter, utilizes the dealer title application process developed to provide a method to submit title transactions to the county in which the commercial fleet buyer is a deputy, and has authority to accept an application for registration and application for title transfer that the county tax assessor-collector may accept.
(3) Dealer deputy--A motor vehicle dealer, as defined by Transportation Code, §503.001(4), including a commercial fleet buyer, who is deputized to process motor vehicle titling and registration transactions, and who may be authorized to provide registration renewal services. Dealer deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the dealer deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.
(4) Department--Texas Department of Motor Vehicles.

(5) Deputy--A person appointed to serve in an official government capacity to perform, under the provisions of this subchapter, designated motor vehicle titling, registration, and registration renewal services as a deputy assessor-collector. The term "deputy" does not include an employee of a county tax assessor-collector.

(6) Full service deputy--A deputy appointed to accept and process applications for motor vehicle title transfers and initial registrations, and process registration renewals and other transactions related to titling and registration. Full service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the full service deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.

(7) Limited service deputy--A deputy appointed to accept and process motor vehicle registration renewals. Limited service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the limited service deputy to serve as the deputy's agent in performing motor vehicle registration renewals.

(8) Person--An individual, business organization, governmental subdivision or agency, or any other legal entity.

## RULE §217.166 Dealer Deputies

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(a) A county tax assessor-collector, with the approval of the commissioners court of the county, may deputize a motor vehicle dealer to act as a dealer deputy to provide motor vehicle titling and registration services in the same manner and with the same authority as though done in the office of the county tax assessor-collector, except as limited by this section.

(b) A dealer deputy must hold a valid general distinguishing number (GDN) under Transportation Code, Chapter 503, Subchapter B, and may act as a dealer deputy only for a type of motor vehicle for which the dealer holds a GDN. A dealer may not continue to act as a dealer deputy if the GDN is cancelled or suspended.

(c) A county tax assessor-collector may impose reasonable obligations or requirements upon a dealer deputy in addition to those set forth in this section. The county tax assessor-collector may, at the time of deputation or upon renewal of deputation, impose specified restrictions or limitations on a dealer deputy's authority to provide certain titling or registration services.

(d) Upon the transfer of ownership of motor vehicles purchased, sold or exchanged by

the dealer deputy, the dealer deputy may process titling transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise provide titling services to the general public.
(e) Upon the transfer of ownership of a motor vehicle purchased, sold or exchanged by the dealer deputy, the dealer deputy may process initial registration transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise offer initial registration services to the general public.
(f) The county tax assessor-collector may authorize a dealer deputy to provide motor vehicle registration renewal services. A dealer deputy offering registration renewal services must offer such services to the general public, and must accept and process any proper application for registration renewal that the county tax assessor-collector would accept and process.
(g) To be eligible to serve as a dealer deputy, a person must be trained to perform motor vehicle titling and registration services, as approved by the county tax assessor-collector, or otherwise be deemed competent by the county tax assessor-collector to perform such services.
(h) To be eligible to serve as a dealer deputy, a person must post a bond payable to the county tax assessor-collector consistent with §217.167 of this title (relating to Bonding Requirements) with the bond conditioned on the person's proper accounting and remittance of the fees the person collects.
(i) A person applying to be a dealer deputy must complete the application process as specified by the county tax assessor-collector. The application process may include satisfaction of any bonding requirements and completion of any additional required documentation or training of the deputy before the processing of any title or registration transactions may occur.
(j) If a dealer deputy offers registration renewal services to the general public, the deputy must provide the physical address at which services will be offered, the mailing address, the phone number, and the hours of service. This information may be published on the department's website and may be published by the county if the county publishes a list of deputy locations.
(k) A dealer deputy shall keep a separate accounting of the fees collected and remitted to the county, and a record of daily receipts.
(l) A dealer deputy may charge or retain fees consistent with the provisions of §217.168 of this title (relating to Deputy Fee Amounts).
(m) This section does not prevent a county tax assessor-collector from deputizing a dealer as a full service deputy under §217.163 of this title (relating to Full Service Deputies) or a limited service deputy under §217.164 of this title (relating to Limited Service Deputies) instead of a dealer deputy under this section.

## RULE §217.167 Bonding Requirements

(a) A deputy appointed under this subchapter shall post a surety bond payable to the county tax assessor-collector.
(b) A deputy is required to post a single bond for a county in which the deputy performs titling, registration, or registration renewal services, regardless of the number of locations in that county from which that deputy may provide these services.
(c) A full service deputy or dealer deputy must post a bond in an amount between $100,000 and $5,000,000, as determined by the county tax assessor-collector.
(d) A limited service deputy must post a bond in an amount between $2,500 and $1,000,000, as determined by the county tax assessor-collector.
(e) A deputy that is an agency or subdivision of a governmental jurisdiction of the State of Texas is not required to post a bond pursuant to this section, unless the county tax assessor-collector determines that a bond should be required in an amount consistent with subsection (d) of this section.

**Source Note:** The provisions of this §217.167 adopted to be effective August 8, 2016, 41 TexReg 5787

## RULE §217.168 Deputy Fee Amounts

(a) Fees. A county tax assessor-collector may authorize a deputy to charge or retain the fee amounts prescribed by this section according to the type of deputy and transaction type.
(b) Title transactions. For each motor vehicle title transaction processed:
(1) A full service deputy may charge the customer a fee of up to $20, as determined by the full service deputy and approved by the tax assessor-collector. The full service deputy retains the entire fee charged to the customer.
(2) A dealer deputy may charge the customer a fee of up to $10, as determined by the dealer deputy and approved by the tax assessor-collector. The dealer deputy retains the entire fee charged to the customer. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.
(c) Registration and registration renewals. For each registration transaction processed:
(1) A full service deputy may:
(A) retain $1 from the processing and handling fee established by §217.183 of this title (relating to Fee Amount); and
(B) charge a convenience fee of $9, except as limited by §217.184 of this title (relating to Exclusions).
(2) A limited service deputy may retain $1 from the processing and handling fee

established by §217.183.

(3) A dealer deputy may retain $1 from the processing and handling fee established by §217.183. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.

(d) Temporary permit transactions under Transportation Code, §502.094 or §502.095. For each temporary permit transaction processed by a full service deputy, the full service deputy may retain the entire processing and handling fee established by §217.183.

(e) Full service deputy convenience fee. The convenience fee authorized by this section is collected by the full service deputy directly from the customer and is in addition to the processing and handling fee established by §217.183. A full service deputy may not charge any additional fee for a registration or registration renewal transaction.

(f) Related transactions by a full service deputy. The limitations of subsections (b), (c), (d), and (e) of this section do not apply to other services that a full service deputy may perform that are related to titles or registrations, but are not transactions that must be performed through the department's automated vehicle registration and title system. Services that are not transactions performed through the department's automated vehicle registration and title system include, but are not limited to, the additional fees a full service deputy may charge for copying, faxing, or transporting documents required to obtain or correct a motor vehicle title or registration. However, the additional fees that a full service deputy may charge for these other services may be limited by the terms of the county tax assessor-collector's authorization to act as deputy.

(g) Posting of fees. At each location where a full service deputy provides titling or registration services, the deputy must prominently post a list stating all fees charged for each service related to titling or registration. The fee list must specifically state each service, including the additional fee charged for that service, that is subject to subsections (b), (c), (d), or (e) of this section. The fee list must also state that each service subject to an additional fee under subsection (b), (c), (d), or (e) of this section may be obtained from the county tax assessor-collector without the additional fee. If the full service deputy maintains a website advertising or offering titling or registration services, the deputy must post the fee list described by this subsection on the website.

(h) Additional compensation. The fee amounts set forth in this section do not preclude or limit the ability of a county to provide additional compensation to a deputy out of county funds.

RULE §217.185 Allocation of Processing and Handling Fee

(a) For registrations that expire on or after January 1, 2017 and registrations that expired prior to January 1, 2017 that are submitted for renewal on or after July 1, 2017, except as provided in subsection (b) of this section, the fee amount established in §217.183 of this title (relating to Fee Amount) shall be allocated as follows:

(1) If the registration transaction was processed in person at the office of the county tax assessor-collector:

(A) the county tax assessor-collector may retain $2.30; and

(B) the remaining amount shall be remitted to the department.

(2) If the registration transaction was mailed to office of the county tax assessor-collector:

(A) the county tax assessor-collector may retain $2.30; and

(B) the remaining amount shall be remitted to the department.

(3) If the registration transaction was processed through the department or the TxIRP system or is a registration processed under Transportation Code, §§502.0023, 502.091, or 502.255; or §217.46(b)(5) or (d)(1)(B)(i) of this title (relating to Commercial Vehicle Registration):

(A) $2.30 will be remitted to the county tax assessor-collector; and

(B) the remaining amount shall be retained by the department.

(4) If the registration transaction was processed through the department's online registration portal, the fee established in §217.183 is discounted by $1:

(A) Texas Online receives the amount set pursuant to Government Code, §2054.2591, Fees;

(B) the county tax assessor-collector may retain $.25; and

(C) the remaining amount shall be remitted to the department.

(5) If the registration transaction was processed by a deputy appointed by the county tax assessor-collector in accordance with Subchapter H of this chapter (relating to Deputies):

(A) the deputy may retain:

(i) the amount specified in §217.168(c) of this title (relating to Deputy Fee Amounts). The deputy must remit the remainder of the processing and handling fee to the county tax assessor-collector; and

(ii) the convenience fee established in §217.168, if the registration transaction is processed by a full service deputy;

(B) the county tax assessor-collector may retain $1.30; and

(C) the county tax assessor-collector must remit the remaining amount to the department.

(b) For transactions under Transportation Code, §§502.092-502.095, the entity receiving the application and processing the transaction collects and retains the entire processing and handling fee established in §217.183. A full service deputy processing

a temporary permit transaction may not charge a convenience fee for that transaction.

THE STATE OF TEXAS

Bond No. 3372779

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That We, Welaco Ford LLP as Principal and SureTec Insurance Company as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of One Hundred Thousand Dollars ($100,000.00) Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal, Welaco Ford LLP desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $ 100,000.00 and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.

NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal, Welaco Ford LLP timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.

IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this 1st DAY OF January, 2017.

Welaco Ford LLP

By: _____

SureTec Insurance Company

By: _____
Raul Cabaza III, Attorney in Fact

POA #: 3372779

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Raul Cabaza III

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Welaco Ford LLP
**Obligee:** Hidalgo County Tax Assessor/Collector
**Amount:** $ 100,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
**My commission expires May 18, 2017**

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of January, 2017, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

# SureTec Insurance Company
## THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

### Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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THE STATE OF TEXAS

Bond No. 3372779

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That We, Weslaco Ford LLP as Principal and SureTec Insurance Company as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of ($5,000.00) Five Thousand Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal, Weslaco Ford LLP desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $ ($5,000.00) Five Thousand Dollars and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.

NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal, Weslaco Ford LLP timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.

IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this 15th DAY OF January, 2015.

Weslaco Ford LLP
Principal

By: _____
Title

SureTec Insurance Company
Surety

By: _____
Raul Cabaza, Attorney in Fact

POA #: 3372779

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Raul Cabaza**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Weslaco Ford LLP
**Obligee:** Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas
**Amount:** $ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January, 2015, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and WESLACO FORD, L.L.P., hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor vehicle titling and registration services are trained in accordance with the County

qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

7. The Dealer Deputy may accept individual checks and cash in payment of fees for the issuance of registration stickers and license plates provided that checks are made payable to the Dealer Deputy, and provided, further, that Dealer Deputy assumes full responsibility for collection for all such checks. Dealer Deputy shall be responsible for collecting on all Non Sufficient Funds checks. Dealer Deputy shall allow on a daily basis, the County, to initiate debit transactions from the Dealer Deputy's financial institution. Said ACH fund debit shall not include the $10.00 processing fee Dealer Deputy charges and collects as compensation for providing motor vehicle titling and registration services which processing fee will not exceed the amount pursuant to the Texas Administrative Code, Title 43, Part 10, Chapter 217, Subchapter H, Rule section 217.168. Dealer Deputy may retain, One and no one hundredths Dollars ($1.00) from the processing and handling fee established by 43 Texas Administrative Code Section 217.183. Failure by the Dealer Deputy to allow the required access to the County for sums owed for motor vehicle titling and registration services via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Dealer Deputy shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Dealer Deputy must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) if the new owner(s) desires to continue to act as a dealer deputy. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: WESLACO FORD, L.L.P.
800 E EXPRESSWAY 83
WESLACO, TX 78596

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

WESLACO FORD, L.L.P.
GDN# P21629
800 E EXPRESSWAY 83
WESLACO, TX 78596

BY: _____
PRINTED NAME: Bob Grooms
TITLE: CFO

THE STATE OF TEXAS

Bond No. 3372778

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That We, Weslaco Motors LP as Principal and SureTec Insurance Company as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of One Hundred Thousand Dollars ($100,000.00) Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal, Weslaco Motors LP desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $ 100,000.00 and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.

NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal, Weslaco Motors LP timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.

IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this 1st DAY OF January, 2017.

Weslaco Motors LP

By: _____

SureTec Insurance Company

By: _____
Raul Cabaza III, Attorney in Fact

POA #: 3372778

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Raul Cabaza III

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Weslaco Motors LP
**Obligee:** Hidalgo County Tax Assessor/Collector
**Amount:** $ 100,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of January, 2017, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

# SureTec Insurance Company
## THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

### Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**THE STATE OF TEXAS** **Bond No.** 3372778

**COUNTY OF HIDALGO**

**KNOW ALL MEN BY THESE PRESENTS:**

**That We,** Weslaco Motors LP **as Principal and** SureTec Insurance Company **as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of** ($5,000.00) Five Thousand **Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.**

**WHEREAS the above bounden Principal,** Weslaco Motors LP **desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $** ($5,000.00) Five Thousand Dollars **and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.**

**NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal,** Weslaco Motors LP **timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.**

**This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.**

**IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this** 15th **DAY OF** January, 2015.

Weslaco Motors LP
Principal

**By:** _____
Title

SureTec Insurance Company
Surety

**By:** _____
Raul Cabaza, Attorney in Fact

POA #: 3372778

# SureTec Insurance Company
## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

**Raul Cabaza**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Weslaco Motors LP
**Obligee:** Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas
**Amount:** $ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
**My commission expires May 18, 2017**

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January, 2015, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

**STATE OF TEXAS**

**DEALER DEPUTY AGREEMENT**

**COUNTY OF HIDALGO**

This Agreement is made by and between the COUNTY OF HIDALGO, by and through its Tax Assessor-Collector, hereinafter referred to as "County", and WESLACO MOTORS LP, hereafter referred to as "DEALER DEPUTY".

WHEREAS, Dealer Deputy desires to act as an agent of the County to provide motor vehicle titling and registration services, and;

WHEREAS, public processing will be furthered by the ability of Dealer Deputy to directly provide motor vehicle titling and registration services.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Dealer Deputy hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Dealer Deputy needed for issuance of motor vehicle titling and registration services to the public upon the terms and conditions hereof. Dealer Deputy must hold a valid general distinguishing number ("GDN") under Transportation Code, Chapter 503, Subchapter B and may act as a dealer deputy only for a type of motor vehicle for which the Dealer Deputy holds a GDN. Dealer Deputy agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be maintained by the Dealer Deputy.

2. In order to guarantee the faithful performance of the duties of the Dealer Deputy hereunder and to insure that all funds coming into the possession or control of the Dealer Deputy by virtue of this Agreement are paid over to the County, the Dealer Deputy agrees to post a surety bond in the amount of $100,000.00 naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of $100,000.00 If the Dealer Deputy elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector and shall be issued by a surety company or financial institution acceptable to the County.

3. The Dealer Deputy shall have its person in charge of local operations and all employees of the Dealer Deputy who handle or in any way assist in motor vehicle titling and registration services take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Dealer Deputy shall not allow any of its officers, agents, or employees to participate in any manner in the handling or processing motor vehicle titling and registration services until said officer, agent or employee has been deputized by the County, and until all Dealer Deputy personnel involved in motor vehicle titling and registration services are trained in accordance with the County

qualifications, and follow all training programs of the Hidalgo County Tax Assessor-Collector Officer before processing motor vehicle titling and registration services.

4. The Dealer Deputy shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Dealer Deputy. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Dealer Deputy other than directly to the Dealer Deputy's receiving agent. The Dealer Deputy assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Dealer Deputy's receiving agents.

5. All motor vehicle titling and registration equipment, supplies and funds received in the Dealer Deputy's custody shall be insured against burglary and robbery by the Dealer Deputy.

6. The Dealer Deputy shall collect the fees prescribed by the County for each motor vehicle titling and registration transaction issued (including applicable Road and Bridge Fees & RMA Fees County of Hidalgo). Fees collected for the motor vehicle titling and registration services by the Dealer Deputy shall not be commingled with any other funds in the possession of the Dealer Deputy. Registration stickers, license plates that are unaccounted for will be hand delivered to and signed for by designated Tax Assessor-Collector office personnel. All packages of registration sticker and license plates inventory must be accounted for before additional boxes are issued. All unassigned registration sticker inventory and license plates must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Dealer Deputy at a rate of $84.00 for each missing registration sticker and $6.50 per each missing license plate.

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8. The Dealer Deputy is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any certified public accountant, or any other person or entity designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy, at the place of business of the Dealer Deputy designated in this Agreement. The Dealer Deputy's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Dealer Deputy shall deliver as often as required by the County a motor vehicle titling and registration services report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned to Dealer Deputy in its entirety for correction or clarification or may result in immediate termination of this Agreement.

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12. Dealer Deputy will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Dealer Deputy will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a dealer deputy, Dealer Deputy agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended and all rules and regulations of the State of Texas, as may be amended relating to motor vehicle titling and registration services.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Dealer Deputy shall return to the County all equipment and all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Dealer Deputy shall constitute a breach of this entire Agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Dealer Deputy shall be considered a substantial breach, and Dealer Deputy shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed delivered on the third day after mailing) Dealer Deputy shall have twenty four (24) hours to return to the County all equipment, registration stickers, license plates, supplies, payment for registration stickers and/or plates issued, and final report to the County at the location in numbered paragraph 19 hereof.

17. In the event that any audit or report of the Dealer Deputy discloses that any equipment, supplies, stickers, license plates or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds therefrom against the actual damages incurred by the County or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the County for breach by the Dealer Deputy in accordance with numbered paragraph 16 herein or other breach by the Dealer Deputy, and the Dealer Deputy fails to return equipment, funds, stickers, license plates supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond or cash deposit stated in paragraph 2 hereof as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this Agreement shall commence upon receipt by the County of the bond and/or cash deposit herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: Pablo (Paul) Villarreal Jr.
Hidalgo County
Tax Assessor-Collector
2804 S. Bus. Hwy 281
P.O. Box 178
Edinburg, Texas 78540-0178

DEALER DEPUTY: WESLACO MOTORS LP
2401 E EXPRESSWAY 83
WESLACO, TX 78596

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Dealer Deputy.

21. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL BE IN HIDALGO COUNTY TEXAS.**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2016.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DEALER DEPUTY:

WESLACO MOTORS LP
GDN# P22254
2401 E EXPRESSWAY 83
WESLACO, TX 78596

BY: _____
PRINTED NAME: Bob Grooms
TITLE: CFO

**AI-58382** **Executive Office** **9. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

1. Discussion, consideration and action on Revised Order approving First Amendment to Interlocal Agreement between Hidalgo County and Reinvestment Zone Number One, City of Donna
2. Discussion, consideration and action on Revised Order approving First Amendment to Interlocal Agreement between Hidalgo County and Tax Increment Reinvestment Zone Number Two, City of Donna

**BACKGROUND**

Extending term.

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 03:45 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Monica Badillo Started On: 02/02/2017 03:43 PM

Final Approval Date: 02/02/2017

**AI-58071** **Executive Office 9. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

**Information**

**CAPTION**

Approval of 2017 Library Interlocal Agreements between Hidalgo County and the following cities:
Alamo, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Mission, Penitas, Pharr, San Juan and Weslaco

**BACKGROUND**

*The total budget is $237,138. TLC generally cost $42,361. This would leave $194,777 to divide among the 13 HCLS libraries. 14,982.84 each city*

**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-455-00-125-024-0-841

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

**BUDGETARY IMPACT:**

$237,138.00 funds available

Reqs# 313593,313604,313608,313610,313612,313614,313615,313616,313618,313620,313620,313621,313623,313624

**Attachments**

legal
minutes
Alamo
Donna
Edinburg
Elsa
Hidalgo
La Joya
McAllen
Mercedes
Mission
Penitas
Pharr
San Juan
Weslaco

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Damaris San Miguel | 01/17/2017 05:11 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/17/2017 11:35 AM |
| Final Approval Date: 02/02/2017 | | |

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

**Re: Legal review needed - Library Interlocals-13 cities**

**From :** Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Jan 25, 2017 04:03 PM
**Subject :** Re: Legal review needed - Library Interlocals-13 cities
**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>
**Cc :** Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Monica,

I have reviewed the attached library agreement and approve as to the form of the agreement.

Thanks

**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 Tue, Jan 17, 2017 at 11:39 AM, Monica Badillo <monica.badillo@co.hidalgo.tx.us> wrote:

> Good morning Josie,

**Hidalgo County Library System**
**Advisory Board Meeting**
**Date: November 10, 2016**
**Location: Dr. Hector P. Garcia Memorial Library**

**Directors (or Representatives) Present:**

| | | | |
|---|---|---|---|
| Laura Solis | Alamo | Mayra Rocha | Mission |
| Albert Chambers | Donna | Yenni Espinoza | Peñitas |
| Letty Leija | Edinburg | Adolfo Garcia | Pharr |
| Hilda Molina | Elsa | Armandina Sesin | San Juan |
| Rick Mendoza | Hidalgo | Arnoldo Becho | Weslaco |
| Susana Villegas | La Joya | Marisol Vidales | Mercedes |
| Jorge L. Gonzalez | McAllen | | |

**Board Members Present:**

**Others Present:**

| | | | |
|---|---|---|---|
| Eddie Gil | Edinburg | Belinda Garza | Mission |
| Edward Lopez | McAllen | Martin J. Mata | Weslaco |
| Socorro Gracia | Mercedes | | |

1. **Call to Order** Marisol called the meeting to order at 11:54 a.m.

2. **Review of Minutes** Yenni moved to approve the minutes of the October 13, 2016 Hidalgo County Library System (HCLS) meeting with some minor grammatical corrections. Hilda seconded the motion. Motion carried.

3. **Old Business**
   a. **HCLS Resources/Marketing Committee Update – Facebook Status**
   Yenni will update the site administrators this week. The group is interested in a Facebook training. Yenni will work on a presentation for next meeting. She asked the group to provide questions.

   b. **OCLC Data Sync for Navigator**
   The group is working to update their records. Jorge mentioned some of the technical issues and encouraged individuals to contact him if need be. Marisol stated that the update was not a state requirement but it is strongly recommended.

   c. **E-Resources Committee Update**
   Marisol, broadly outlined the latest developments. Arnoldo provided a budget overview. He recommended that we move from $10,000 in yearly individual allotment to $6,000. A larger allotment will erode the funds we have to expend for the opening day collection. The group decided to move to $5,000 but understands this number is fluid. Our total project budget is $400,000 but $25,000 will go to

platform fees and $65,000 will be reserved for cost throughout the year. We are looking at a budget of $310,000 for the opening day collection.

Jorge explained how we will be using Trello to keep track of the E-Library project. Trello is an online teamwork application. Jorge will be emailing access information and providing instruction within an upcoming meeting.

Arnoldo pushed for another meeting previous to our next HCLS meeting. This would allow the group to continue collection development work and receive training on Trello. This meeting is scheduled for December 5th at 2pm at the Dustin Sekula Memorial Library.

Each committee head provided a quick overview of activities. The Technical Committee is working on setup with each library. Marketing has begun branding activities and is waiting for the green light from the County to begin public marketing. Circulation is working on creating a method which would allow user registration at the County's Community Resource Centers.

4. **New Business**
   a. **TLC Conference Updates**
      Jorge provided a summary of the changes outlined within the recent TLC conference. Basically the Cataloging interface will begin to look more like the Circulation interface. A big update will be made over the Thanksgiving weekend. There should be minimal downtime.

   b. **Vote for Disbursement of Interlocal County Funds**
      Marisol recounted the total approved budget for HCLS. The total budget is $237,139. TLC generally cost $42,361. This would leave $194,778 to divide among the 13 HCLS libraries. Adolfo made a motion that HCLS funds become appropriated equally among the 13 libraries following payment of TLC. Arnoldo seconded. Motion passed unanimously.

   c. **Courtesy Returns**
      A reminder was made that we do accept courtesy returns between libraries. Libraries should check in courtesy returns when they receive an item from another library. The item should then be sent to the appropriate library.

5. **Information Exchange**

A motion to adjourn was made by Yenni and seconded by Armandina. The meeting was adjourned at 1:17 p.m.

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF ALAMO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Alamo, Texas
Attn: City Manager
420 N. Tower Road
Alamo, Texas 78516

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF ALAMO, TEXAS

_____
Diana Martinez, Mayor

ATTEST:

By: _____
Margot Saenz, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____ , City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF DONNA, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Donna, Texas
Attn: City Manager
307 S 12th Street
Donna, Texas 78537

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ___day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF DONNA, TEXAS

_____
Irene Munoz, Mayor

ATTEST:

By: _____
Martha Alvarado, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:

By: _____

_____ ,City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF EDINBURG, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Edinburg, Texas
Attn: City Manager
415 W. University Dr.
Edinburg, Texas 78539

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

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

_____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF ELSA, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Elsa, Texas
Attn: City Manager
216 E 4th Street
Elsa, Texas 78543

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF ELSA, TEXAS

_____
Alonzo Perez, Jr., Mayor

ATTEST:

By: _____
Delmira Olivarez, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF HIDALGO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Hidalgo, Texas
Attn: City Manager
704 E Texano Dr.
Hidalgo, Texas 78557

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF HIDALGO, TEXAS

_____
Martin Cepeda, Mayor

ATTEST:

By: _____
Denise Elliff, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

By: _____

_____ , City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF LA JOYA, TEXAS**

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF LA JOYA, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of La Joya, Texas
Attn: City Manager
101 N Leo Ave
La Joya, Texas 78560

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF LA JOYA, TEXAS

_____
Jose A. “Fito” Salinas, Mayor

ATTEST:

By: _____
Julianita Sabala, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY’S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____ , City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MCALLEN, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be

allocated to County libraries in accordance with a formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of McAllen, Texas
Attn: City Manager
1300 Houston Ave
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 United States mail.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MCALLEN, TEXAS

_____
Jim Darling, Mayor

ATTEST:

By: _____
Perla Lara, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____
Kevin Pagan, City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MERCEDES, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Mercedes, Texas
Attn: City Manager
400 S Ohio St
Mercedes, Texas 78570

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MERCEDES, TEXAS

_____
Henry Hinojosa, Mayor

ATTEST:

By: _____
Arcelia Felix, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____ , City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MISSION, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Mission, Texas
Attn: City Manager
1201 E 8th Street
Mission, Texas 78572

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

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MISSION, TEXAS

_____
Norberto Salinas, Mayor

ATTEST:

By: _____
Anna Carrillo, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF PENITAS, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Penitas, Texas
Attn: City Manager
_____
P.O. Box 204
Peñitas, TX 78576

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF PENITAS, TEXAS

_____
Rodrigo “Rigo” Lopez, Mayor

ATTEST:

By: _____
Ana Valdez, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY’S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____ , City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF PHARR, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Pharr, Texas
Attn: City Manager
118 S Cage Blvd
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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF PHARR, TEXAS

_____
Ambrosio “Amos” Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza, City Clerk

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY’S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____ , City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF SAN JUAN, TEXAS**

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF SAN JUAN, TEXAS hereinafter referred to as “City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of San Juan, Texas
Attn: City Manager
701 S Nebraska
San Juan, Texas 78589

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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF SAN JUAN, TEXAS

_____
San Juanita Sanchez, Mayor

ATTEST:

By: _____
Christina Siu, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____ , City Attorney

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

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

This Agreement is made effective as of this ____ day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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(s) 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.

8. 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.

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

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.

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

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

If to City: City of Weslaco, Texas
Attn: City Manager
255 S Kansas Ave
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 addressee or, if mailed, at such time as it is deposited in the United States mail.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assignable.

14. 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.

15. 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.

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

17. 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.

18. 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of February, 2017.

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO, TEXAS

_____
David Suarez, Mayor

ATTEST:

By: _____
Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____ , City Attorney

**AI-58243** **Executive Office** **9. D.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Valde Guerra, EXECUTIVE OFFICE

**Submitted By:** Glinda Pacheco, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

---

**Information**

**CAPTION**

Discussion, consideration, action to amend Palm Valley Animal Center Agreement (C-14-321-12-16) increasing the contribution from $548,814.00 to $789,814.00.
Net increase change of $241,000.00 as per court action dated Nov.15.2016 (AI-57197).

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-461-00-125-027-0-350

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

**BUDGETARY IMPACT:**

Funding available pending CC approval of AI-58381.

---

**Attachments**

Agreement
legal

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/31/2017 03:51 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Glinda Pacheco | | Started On: 01/26/2017 02:03 PM |
| Final Approval Date: 02/02/2017 | | |

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

**FIRST AMENDMENT TO AGREEMENT**
**C-14-321-12-16**

THIS **AMENDMENT** TO THE **AGREEMENT**, is made this ___ day of February, 2017 by and between HIDALGO COUNTY, TEXAS (the "County") and PALM VALLEY ANIMAL CENTER (the "Contractor").

WHEREAS, County and Contractor entered into an Agreement dated January 1, 2015, in which Contractor was to provide the facilities and services of a local animal shelter pursuant to Chapter 826, Texas Health & Safety Code; and

WHEREAS, County agreed to pay monthly installments, beginning January, 2015 and ending December, 2017, as consideration for the services provided by Contractor;

WHEREAS, on November 15, 2016, Contactor advised County that circumstances related to the performance of the Agreement had changed, requiring the need for additional funding to perform Contractor's obligations under the Agreement;

WHEREAS, County and Contractor now 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 amendments to the Agreement:

1. County agrees to pay a total sum of Seven Hundred and Eighty Nine Thousand Eight Hundred and Fourteen Dollars and 00/100ths ($789,814.00), for services provided for and on behalf of the County under the Agreement, for the year 2017;
2. This total sum ($789,814.00), shall be payable in twelve (12) equal monthly installments of Sixty Five Thousand Eight Hundred Seventeen Dollars and 83/100ths ($65,817.83) through the remaining term of the Agreement beginning in January 2017 and ending December 31, 2017;
3. Paragraph 4. of the Agreement shall be modified to reflect the following change for year 2017:

2017 year = $65,817.83 per month ($789,814.00/year)

4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the County and the Contractor 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.**

**Approved by Commissioners Court on the _____day of _____, 2017.**

**COUNTY OF HIDALGO**

_____
Ramon Garcia, County Judge

**ATTEST**

_____
Arturo Guajardo, Jr., County Clerk

**CONTRACTOR**

By:_____

Printed Name:_____

Title:_____

**APPROVED AS TO FORM**:

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

By:_____
Josephine Ramirez Solis,
Assistant District Attorney

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

**Re: Amendment to C-14-321-12-16 Palm Valley Animal Center**

**From :** Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jan 26, 2017 09:44 AM
**Subject :** Re: Amendment to C-14-321-12-16 Palm Valley Animal Center 1 attachment
**To :** Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us>
**Cc :** Valde Guerra <valde.guerra@co.hidalgo.tx.us>

Glinda,

Attached is the amendment to the agreement, as requested.

Please let me know if you need any additional assistance.

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 Wed, Jan 25, 2017 at 3:28 PM, Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us> wrote:

Good afternoon,

We are needing your assistance in drafting an amendment to the attached current agreement.

On Nov.15.2016 under AI-57197 Comm Court approved an increase to the agreement in the yearly amount of $789,814.00.
We would need to amend the consideration on page 3 (Bulletin #4) to reflect: 2017 year = $ 65,817.83 per month ($789,814.00/year)

We would like to place the item on court by Feb.5.2017

Please feel free to contact me with additional questions or concerns.

Regards,
**Glinda Pacheco**
County of Hidalgo Texas
Executive Office
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7655
Fax: 956-292-7035
glinda.pacheco@co.hidalgo.tx.us

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**Funding Agreement AMendment.pdf**
15 KB

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**AI-58388** **Executive Office** **9. E.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Discussion, consideration and action of political subdivision declaration for McAllen ISD Police Department

**BACKGROUND**

## Fiscal Impact

## Attachments

letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 04:29 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 02/02/2017 04:27 PM |
| Final Approval Date: 02/02/2017 | | |

_____, 2017

To: Mr. Steven Pansky, Science Applications International Corporation

Mr. John Steventon, FAA

Re: Requested Declaration of Compliance

Messrs Pansky and Steventon,

I am writing on behalf of Hidalgo County to affirm that the McAllen Independent School District is a political subdivision of the State of Texas within Hidalgo County, Texas. It is my understanding the McAllen ISD Police Department was created by the Board of Trustees of the McAllen Independent School District pursuant to their authority under Section 37.081 of the Texas Education Code. As such, McAllen ISD and the Police Department which operates under the authority of the Board of Trustees is a political subdivision of the State of Texas for the purposes of satisfying 49 U.S.C.§ 40102(a)(41)(c) which defines "public aircraft."

The McAllen Independent School District Police Department has advised Hidalgo County that they will not fly any aircraft for commercial purposes and will therefore operate their small Unmanned Aircraft Systems (UAS) as a public aircraft not for compensation or hire.

Respectfully,

**AI-58358** **Executive Office** **9. F.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Requesting authorization and approval of Plan Strategy Change Request Form for the Hidalgo County 457 Plan with authority for Valde Guerra, Executive Officer to sign document.

**BACKGROUND**

J. Anthony Reyna | Investment Advisory Rep
Walter J. Reyna, Inc.
A Registered Investment Advisor
Office 956.682.4196 | Fax 956.682.4931 | anthony@walterreyna.com
Learn more at www.walterreyna.com

## Fiscal Impact

## Attachments

form

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 01:15 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 02/02/2017 12:04 PM |
| Final Approval Date: 02/02/2017 | | |

**Flexible Plan Investments, Ltd.**
*Your partner in active wealth management*

flexibleplan.com

# Plan Strategy Change Request

It is acknowledged that the elections made below replace and supersede any and all previous elections in respect of selection of strategy. The choices evidenced below apply to each Electing Plan Participant and each Default Managed Participant.

**Check only one strategy election; CHECK ONLY ONE PERCENTAGE (absence of designation of percentage results in approximate 50% allocation to Affiliated Mutual Funds.)**

☒ **Market Leaders** (check one strategy and one percentage, if available)
Strategy Choice:

☐ **"Strategic"**
Percentage Choice:
- ☐ 0% Affiliated Mutual Funds, or
- ☐ 25% Affiliated Mutual Funds, or
- ☐ 50% Affiliated Mutual Funds, or
- ☐ 75% Affiliated Mutual Funds, or
- ☐ 100% Affiliated Mutual Funds.

☒ **"Tactical"**
Percentage Choice:
- ☐ 0% Affiliated Mutual Funds, or
- ☐ 25% Affiliated Mutual Funds, or
- ☐ 50% Affiliated Mutual Funds, or
- ☐ 75% Affiliated Mutual Funds, or
- ☒ 100% Affiliated Mutual Funds.

☐ **"Dynamic"**

☐ **Lifetime Evolution**
- ☐ 0% Affiliated Mutual Funds, or
- ☐ 25% Affiliated Mutual Funds, or
- ☐ 50% Affiliated Mutual Funds, or
- ☐ 75% Affiliated Mutual Funds, or
- ☐ 100% Affiliated Mutual Funds.

☐ **Dynamic Fund Profiles** (100% Affiliated Funds)

**CAUTION:** To interface with Flexible Plan's system and to accommodate the non-recurring activity generated by Strategy election or changes, Flexible Plan designates a once per week schedule for implementation. Accordingly, changes in strategy and/or percentage are effected by Flexible Plan only once per week. Strategy changes may take several weeks to process and/or complete in order to reduce the impact of platform trading rules and short-term redemption fees. Flexible Plan uses its best efforts to match its strategies to appropriate investment vehicles that do not impose redemption fees or trading restrictions during the holding period applicable to the strategy chosen. However, when a Client enters or exits a strategy, this action may cause a redemption fee to be generated, even though management in its normal course would not have done so.

Plan Sponsor represents and warrants that it retains the authority to bind the Plan to the elections above.

Plan: Hidalgo County 457 Plan

Plan sponsor: Hidalgo County

By: _____ Date: _____

Title: _____

Plan sponsor contact: _____
Print Name

Address: _____

Telephone: _____ Email Address: _____

#669-0314

**AI-58324** **Executive Office** **9. G.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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## Information

**CAPTION**

Approval to accept settlement check from Allstate Insurance Company in the amount of $3,631.33 to settle auto accident claim with County vehicle. (Constable Pct. 2)

**BACKGROUND**

DOI: 10/05/16
Acct #: 7-1100-360-00-000-005-0-000

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## Fiscal Impact

## Attachments

Allstate Insurance Co Settlement Check

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 08:56 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 02/01/2017 02:19 PM |
| Final Approval Date: 02/02/2017 | | |

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265 , United States

Allstate.
You're in good hands.

HILGADO COUNTY
300 W HALL ACRES RD
PHARR TX 78577-5485

01/25/2017

HILGADO COUNTY,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $3,631.33 FOR YOUR LOSS ON 10/5/2016.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0431435353
DATE OF LOSS: 10/05/2016
INSURED: MARIA PENA

In payment for COMB SINGLE LMYS PD for Date of Loss 10/5/2016.

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY
1-800-255-7828

B-2055SW

0000020170125001395ZCT02001001001474

INSURED: MARIA PENA
CLAIMANT: HIDALGO COUNTY
IN PAYMENT OF: LOSS ON 10/5/2016.

| POLICY NUMBER | CLAIM NUMBER | |
|---|---|---|
| 648587234 | 0431435353 | |
| TAX ID | DESK LOC | EMPLOYEE ID |
| | AAS | N5HC |
| Bank of America NA Atlanta,Dekalb Cty,Georgia | Bank of America Customer Connection | |

64-1278
611

PAY: THREE THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS AND THIRTY-THREE CENTS

3,631.33

Allstate

| INVOICE NUMBER | MCO | DATE ISSUED |
|---|---|---|
| | 5830 | 01/25/2017 |

171742258

TO THE ORDER OF HILGADO COUNTY
300 W HALL ACRES RD
PHARR TX 78577-5485

COMPANY: ALLSTATE COUNTY MUTUAL INSURANCE COMPANY

Suren K. Gupta

Samuel D Pilch

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

SECURITY FEATURES INCLUDED. SEE DETAILS ON BACK

⑈171742258⑈ ⑆061112788⑆ 329 911 9562⑈

**RO No:** 447
**Written By:** eloy trevino

**Date:** 11/30/2016 10:11 AM

# ER Paint Shop

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

Email: eloytrevino@att.net

**Tax Id No: 05-0548446**

INVOICE RECEIVED BY: ____ on 12/01/16
GOODS / SERVICES RECEIVED ON: ____ on 12/01/16
APPROVED BY: ____

# INVOICE

**, PRECINCT 2**

**OWNER**
precinct 2

**Phone:**
: -784-3510

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

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

**VEHICLE**

**Year:** 2016
**Make:** CHEVROLET
**Model:** tahoe
**Color:** Clear Coat

**VIN:** GR141915
**Prod Date:** /
**Lic Plate:**
**State:**

**Odometer:** 0

| L# | OPERATION | Q | DESCRIPTION | TYPE | PRICE | LABOR | PAINT |
|---|---|---|---|---|---|---|---|
| | | | **FRONT BUMPER** | | | | |
| 1 | Replace | 1 | Bumper Cover | New | | 8.4 | 2.5* |
| 2 | Replace | 1 | Bumper Reinforcement | New | | 3.0 | |
| 3 | Replace | 1 | brush gaurd | New | 658.98 | 2.0 | |
| 4 | Repair | | align front sheet metal | | | 5.0 | |
| | | | **GRILLE** | | | | |
| 5 | Replace | 1 | Grille | New | 612.85 | 0.5 | |
| | | | **RADIATOR SUPPORT** | | | | |

**Continued on the Next Page...**

RO No: 447
Our File No:

Date: 11/30/2016 10:11 AM

precinct 2
2016 CHEV tahoe Lic:

## INVOICE

| L# | OPERATION | Q | DESCRIPTION | TYPE | PRICE | LABOR | PAINT |
|---|---|---|---|---|---|---|---|
| 6 | Repair | | Radiator Support Panel | | | 4.0 | |
| | | | **HOOD** | | | | |
| 7 | Repair | | Hood | | | 3.0 | 3.0* |
| 8 | Replace | 1 | Hood decal | New | 125.00 | 1.0 | |
| | | | **LEFT FENDER** | | | | |
| 9 | Repair | | LT Fender | | | 2.0 | 2.2* |
| | | | **COWL** | | | | |
| 10 | Repair | | Lt Hinge Pillar | | | 1.0 | 1.5 |
| | | | **LEFT FRONT DOOR** | | | | |
| 11 | Repair | | Lt Door Shell | | | 1.0 | 2.5* |
| 12 | | | Clear Coat | | | | 2.5 |
| | | | | **Line Totals -->** | **1,396.83** | **30.9** | **14.2** |

INVOICE RECEIVED BY: on 12/01/16
GOODS/SERVICES RECEIVED ON: on 12/01/16
APPROVED BY:

**Continued on the Next Page...**

**RO No:** 447
**Our File No:**

**Date:** 11/30/2016 10:11 AM

precinct 2
2016 CHEV tahoe Lic:

# INVOICE

| REPORT TOTALS | | | | | | Amount |
|---|---|---|---|---|---|---|
| **LABOR:** | | | | | | |
| Body | 30.9 | Hrs @ $ | 40.00 | Per Hour | = | 1,236.00 |
| Refinish | 14.2 | Hrs @ $ | 40.00 | Per Hour | = | 568.00 |
| Frame/Structural | 0.0 | Hrs @ $ | 65.00 | Per Hour | = | 0.00 |
| Mechanical | 0.0 | Hrs @ $ | 75.00 | Per Hour | = | 0.00 |
| **PARTS & MATERIAL:** | | | | | | |
| Parts | | | | | = | 1,396.83 |
| Paint Material | 14.2 | Hrs @ $ | 30.00 | Per Hour | = | 426.00 |
| Body Material | 30.9 | Hrs @ $ | 0.00 | Per Hour | = | 0.00 |
| **OTHER CHARGES:** | | | | | | |
| Towing & Storage | | | | | = | 0.00 |
| Hazardous Waste Removal | | | | | = | 4.50 |
| Sublet/Misc | | | | | = | 0.00 |
| **SUBTOTAL** | | | | | | **3,631.33** |
| **Sales Tax on 0.00** | | | | | = | **0.00** |
| **TOTAL** | | | | | $ | **3,631.33** |

**- NOTICE -**

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

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

INVOICE RECEIVED BY: _____ on 12/01/16

GOODS / SERVICES RECEIVED ON: _____ on 12/01/16

APPROVED BY: _____

(c) 2014 ABF SYSTEMS, INC.

ABF Estimating Solutions from www.abfsystems.com

**AI-58296** **Executive Office** **9. H.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

---

## Information

**CAPTION**

Approval to accept settlement check from Allstate Insurance Company in the amount of $1,929.98 to settle auto accident claim with County vehicle. (Constable P2)

**BACKGROUND**

DOI: 10/05/16

---

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

---

## Attachments

Allstate Insurance Co Settlement Check

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/31/2017 03:24 PM |
| Budget & Management | Veronica Ortiz | 01/31/2017 03:24 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 01/31/2017 02:47 PM |
| Final Approval Date: 02/02/2017 | | |

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265 , United States

Allstate
You're in good hands.

HILGADO COUNTY
300 W HALL ACRES RD
PHARR TX 78577-5485

01/18/2017

HILGADO COUNTY,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $1,929.98 FOR YOUR LOSS ON 10/5/2016.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0431435353
DATE OF LOSS: 10/05/2016
INSURED: MARIA PENA

In payment for COMB SINGLE LMYS PD for Date of Loss 10/5/2016.

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY
1-800-255-7828

B-2055SW 0000020170118000123ZCT03001001000130

INSURED: MARIA PENA
CLAIMANT: HILGADO COUNTY
IN PAYMENT OF: LOSS ON 10/5/2016.

| POLICY NUMBER | CLAIM NUMBER | |
|---|---|---|
| 648587234 | 0431435353 | |
| TAX ID | DESK LOC | EMPLOYEE ID |
| | ARL | N5HS |
| Bank of America NA Atlanta,Dekalb Cty,Georgia | Bank of America Customer Connection | |

64-1278
611

PAY: ONE THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS AND NINETY-EIGHT CENTS

1,929.98

Allstate

| INVOICE NUMBER | MCO | DATE ISSUED |
|---|---|---|
| | 5830 | 01/18/2017 |

151658724

COMPANY: ALLSTATE COUNTY MUTUAL INSURANCE COMPANY

TO THE ORDER OF
HILGADO COUNTY
300 W HALL ACRES RD
PHARR TX 78577-5485

Suren K. Gupta
Samuel D Pilch

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

SECURITY FEATURES INCLUDED; SEE DETAILS ON BACK

⑈151658724⑈ ⑆061112788⑆ 329 911 9562⑈

VIC'S AUTO REBUILDERS
610 EAST EXP. 83
PHARR, TEXAS 78577
956-787-5084 FAX: 956-787-5331

Unit 229

***** PRELIMINARY ESTIMATE *****

10/06/2016 10:21 AM

## Owner

**Owner:** HCCO pct 2
**Address:** 300 W HALL ACRES RD STE E
**City State Zip:** PHARR, TX

**Work/Day:** (956)784-3510
**FAX:**

## Inspection

**Inspection Date:** 10/06/2016 10:21 AM
**Primary Impact:** Right Rear Side

**Inspection Type:**
**Secondary Impact:**

**Appraiser Name:** FREDDY SUSTAITA
**Address:** 610 E EXP 83
**City State Zip:** Pharr, TX 78577
**Email:** freddy@vicsautorebuilders.com

**Appraiser License # :**
**Work/Day:** (956)787-5084
**FAX:** (956)787-5331

## Repairer

**Repairer:** VIC'S AUTO REBUILDERS
**Address:** 610 E EXPRESSWAY 83

**City State Zip:** PHARR, TX 78577

**Contact:** VICTOR CARRILLO
**Work/Day:** (956)787-5084
**Home/Evening:** (956)787-6239
**FAX:** (956)787-5331

**Target Complete Date/Time:**

**Days To Repair:** 8

## Vehicle

**OEM Part Price Quote ID:** ****

2016 Chevrolet Tahoe Police 4 DR Wagon
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

**Lic.Plate:** 1190298
**Lic Expire:**
**Veh Insp# :**
**Condition:**
**Ext. Color:** BLACK
**Ext. Refinish:** Two-Stage

**Lic State:** TX
**VIN:** 1GNLCDEC9GR141712
**Mileage Type:** Actual
**Code:** U7434D
**Int. Color:**
**Int. Refinish:** Two-Stage

## Options

| | | |
|---|---|---|
| 2nd Row Head Airbags | AM/FM CD Player | Air Conditioning |
| Alarm System | Anti-Lock Brakes | Auto Headlamp Control |
| Auxiliary Audio Input | Camper/Towing Package | Cargo Lamp |
| Cargo Organizer | Cargo/Trunk Net | Cruise Control |
| Daytime Running Lights | Driver Information Sys | Dual Airbags |
| Dual Zone Auto A/C | Extra HD Alternator | Full Size Spare Tire |
| Halogen Headlights | Head Airbags | Heated Power Mirrors |
| Heavy Duty Battery | Heavy Duty Cooling | Hi-Flow Air Cleaner |
| In-Vehicle WiFi | Intermittent Wipers | Keyless Entry System |

| | | |
|---|---|---|
| Lighted Entry System | Locking Differential | MP3 Decoder |
| OnStar System | Power Brakes | Power Door Locks |
| Power Drivers Seat | Power Steering | Power Windows |
| Privacy Glass | Pwr Accessory Outlet(s) | Rain-Sensing W/S Wipers |
| Rear View Camera | Rear Window Defroster | Rear Window Wiper/Washer |
| Reverse Sensing System | Side Airbags | Skid Plates |
| Split Folding Rear Seat | Split Front Bench Seat | Stability Cntrl Suspensn |
| Steel Wheels | Strg Wheel Radio Control | Theft Deterrent System |
| Tilt Steering Wheel | Tinted Glass | Tire Pressure Monitor |
| Traction Control System | Trailer Hitch | USB Audio Input(s) |
| Velour/Cloth Seats | Wireless Audio Streaming | Wireless Phone Connect |

**Damages**

| Line | Op | Guide | MC | Description | MFR.Part No. | Price | ADJ% | B% | Hours | R |
|---|---|---|---|---|---|---|---|---|---|---|
| **Wheels** | | | | | | | | | | |
| 1 | E | 956 | | Wheel,Rear RT | 20942021 GM Part | $245.00 | | | 0.3 | SM |
| **Quarter And Rocker Panel** | | | | | | | | | | |
| 2 | I | 390 | | Panel,Quarter RT | Repair | | | | 8.0* | SM |
| 3 | L | 390 | 13 | Panel,Quarter RT | Refinish | | | | 4.0 | RF |
| | | | | | 2.8 Surface | | | | | |
| | | | | | 0.6 Two-stage setup | | | | | |
| | | | | | 0.6 Two-stage | | | | | |
| **Rear Bumper** | | | | | | | | | | |
| 4 | N | 584 | | Rear Bumper Cover R&I | Additional Labor | | | | INC | SM |
| 5 | I | 584 | | Cover,Rear Bumper | Repair | | | | 4.0* | SM |
| 6 | L | 584 | | Cover,Rear Bumper | Refinish | | | | 3.1 | RF |
| | | | | | 2.6 Surface | | | | | |
| | | | | | 0.5 Two-stage | | | | | |
| 7 | E | 573 | | Brkt,Rear Bumper Mtg RT | 22806426 GM Part | $15.78 | | | 1.6 | SM |
| **Manual Entries** | | | | | | | | | | |
| 8 | EC | | | COVER CAR INTERIOR | Replace Economy | $5.00* | | | | RF |
| 9 | L | | | HAZARD. WSTE. REM. | Refinish | $5.00* | | | | SM |
| 10 | I | | | SET-UP FOR REALIGN. | Repair | | | | 1.5* | FR |
| 11 | I | | | CORROSION PROTECTION | Sublet Repair | $16.00* | | | | RF |
| 12 | SB | | | WHEEL BALANCE | Sublet Repair | $10.00* | | | | SM |
| 13 | L | | | FLEX ADDITIVE | Refinish | $5.00* | | | | RF |
| 14 | I | | | BODY PULLS | Repair | | | | 2.0* | SM* |
| 15 | EC | | | Eagle RS-A RR | Replace Economy | $246.20 | | | | SM |
| | | | | >> GOODYEAR 265/60R17 732301500 VSB 260 11 108V | | | | | | |
| | | | | >> Tire Rack | | | | | | |
| | | | | >> South Bend IN (800) 445-0179 | | | | | | |
| 16 | I | | | CK REAR SUSP FOR DAMAGE | Repair | | | | 1.0* | ME* |

16 Items

| MC | Message |
|---|---|
| 13 | INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE |

**Estimate Total & Entries**

| | | | |
|---|---|---|---|
| **Gross Parts** | | $260.78 | |
| **Other Parts** | | $261.20 | |
| **Paint & Materials** | 7.1 Hours @ $30.00 | $213.00 | |
| **Parts & Material Total** | | | $734.98 |

| Labor | Rate | Replace Hrs | Repair Hrs | Total Hrs | | |
|---|---|---|---|---|---|---|
| **Sheet Metal (SM)** | $44.00 | 1.9 | 14.0 | 15.9 | $699.60 | |
| **Mech/Elec (ME)** | $85.00 | | 1.0 | 1.0 | $85.00 | |
| **Frame (FR)** | $48.00 | | 1.5 | 1.5 | $72.00 | |
| **Refinish (RF)** | $44.00 | 7.1 | | 7.1 | $312.40 | |
| **Labor Total** | | | | 25.5 Hours | | $1,169.00 |
| **Sublet Repairs** | | | | | $26.00 | |
| **Gross Total** | | | | | | **$1,929.98** |
| **Net Total** | | | | | | **$1,929.98** |

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78577 Default
OEM Part Prices DT 10/06/2016 10:21 AM EstimateID 213315499327504384 QuoteID ****
Recycled Parts No
Rate Name Default

**Audatex Estimating 8.0.035 ES 10/06/2016 10:29 AM REL 8.0.035 DT 09/01/2016 DB 10/01/2016**
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**1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

**Op Codes**

| | | |
|---|---|---|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = Replace OEM |
| NG = Replace NAGS | EC = Replace Economy | OE = Replace PXN OE Srpls |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = Replace PXN |
| EU = Replace Recycled | TE = Partial Replace Price | PM = Replace PXN Reman/Rebit |
| UM = Replace Reman/Rebuilt | L = Refinish | PC = Replace PXN Reconditioned |
| UC = Replace Reconditioned | TT = Two-Tone | SB = Sublet Repair |
| N = Additional Labor | BR = Blend Refinish | I = Repair |
| IT = Partial Repair | CG = Chipguard | RI = R & I Assembly |
| P = Check | AA = Appearance Allowance | RP = Related Prior Damage |

Audatex
a Solera company

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Solera

**AI-58201** **Executive Office** **9. I.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

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## Information

**CAPTION**

Facilities Management:
Approval of credit application and agreement with the following vendors for the purchase of equipment/supplies for County Buildings and authorize Valde Guerra, County Executive Officer to sign documents:
John Deere Financial

**BACKGROUND**

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## Fiscal Impact

## Attachments

legal-john deere
app-revised

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/24/2017 09:12 AM |
| Glinda Pacheco | Veronica Ortiz | 02/01/2017 02:21 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Monica Badillo Started On: 01/23/2017 04:45 PM
Final Approval Date: 02/02/2017

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

**Re: for legal review - credit apps for John Deere and Baker Distributing**

**From :** Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Jan 25, 2017 03:26 PM
**Subject :** Re: for legal review - credit apps for John Deere and Baker Distributing
**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>
**Cc :** Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Monica,

The John Deere agreement is fine. There are some concerns with the Baker document. I will send you the recommended revisions shortly.

Thanks.

**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, Jan 23, 2017 at 4:58 PM, Monica Badillo <monica.badillo@co.hidalgo.tx.us> wrote:

> Sorry, forgot to attach.

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

---

**From:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
**To:** "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
**Cc:** "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>
**Sent:** Monday, January 23, 2017 4:57:39 PM
**Subject:** for legal review - credit apps for John Deere and Baker Distributing

Hi Josie,

Can you please review the attached credit applications. I have placed them on the agenda for 2/7/17.

Thank you.

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

JOHN DEERE FINANCIAL

FOR MAILING REQUIREMENTS FLAP MUST FOLD ON DOTTED LINE

CR3910270 Litho in U.S.A. (15-09)

# MULTI-USE ACCOUNT AGRICULTURAL, COMMERCIAL & GOVERNMENTAL APPLICATION

When your application is completed your John Deere Financial Merchant can fax it to 1-800-732-0251.

**PLEASE TELL US ABOUT YOUR BUSINESS.** Fields marked with an asterisk (*) are required by law (USA PATRIOT ACT). Your application cannot be processed without this information.

Your Business Structure (Sole Proprietor, Corporation, General Partnership, Limited Partnership, Limited Liability Company, Non-Profit, Government)

Your Primary Use ☐ Agricultural ☐ Commercial (Non-Ag) ☒ Governmental ☐ Other _____

*Organization Legal Name (Do not abbreviate) HIDALGO COUNTY FACILITIES MANAGEMENT

(Or) *Individual's Legal First Name _____ Middle Initial _____

*Last Name _____ Suffix _____ *Date of Birth / /

*Social Security # _____ *Tax ID # _____

Applicant's Phone # _____ Alternate Phone # _____

Email Address _____

*Applicant's Physical Street Address 3100 S. Bus. 281

*City Edinburg *State TX *ZIP 78539

County Hidalgo Mailing or P.O.Box # (if different than Physical Street Address) P.O. Box 1356

**PRIMARY OWNER INFORMATION REQUIRED FOR PARTNERSHIPS, LLCS AND CORPORATIONS** (Required for all applications submitted on behalf of an organization. If applicable, signature required below.)

*First Name _____ Middle Initial _____ *Last Name _____

*Physical Street Address _____

*City _____ *State _____ *ZIP _____

*Social Security # _____ *Date of Birth / /

**CO-APPLICANT/SPOUSE INFORMATION** (Required if spouse or person other than Primary Owner identified above has an interest in farming operation or assets listed on page 2 and is also a co-applicant. If applicable, signature required below.)

*First Name _____ Middle Initial _____ *Last Name _____

*Physical Street Address _____

*City _____ *State _____ *ZIP _____

*Social Security # _____ *Date of Birth / /

**APPLICANT FINANCIAL INFORMATION**

Assets _____ Liabilities _____ Net Worth (assets - liabilities) _____

Gross Sales _____ Net Business Income _____ Years In Business _____

Primary Financial Institution _____ City _____ State _____

Phone Number _____ Primary Operating Lender _____

Contact Name: _____ Phone Number _____

**Notice to applicant or Representatives of Applicant(s):** (1) You represent that the information given in the entire application, including all applicant names and any other information provided on any attached page(s) is complete and accurate, is provided for the purpose of obtaining credit in an amount set by the credit policies and practices of John Deere Financial, f.s.b. ("JDF"), and authorize JDF to check with reporting agencies, credit references, and other sources disclosed herein in investigating the information given. (2) You also grant JDF permission to obtain a credit report on you for all legitimate purposes in connection with this transaction. Such purposes include assisting in making a credit decision, reviewing your account, and assisting in taking collection activity. (3) Married applicants may apply for an individual account. (4) You understand that any decision to grant or deny revolving credit will be made by JDF in Wisconsin. You understand this account is for agricultural, commercial, governmental use only. You further certify that you are authorized to sign on behalf of the applicant. (5) You agree that any notices and disclosures can, at the option of JDF, be provided electronically to the last Internet address that you provided to JDF. (6) You also authorize JDF to disclose financial information about you as described in the credit agreement and future notices JDF may send you. (7) You hereby give all lenders authorization to provide a copy of your financial statements, including but not limited to your balance sheet, cash flow statment, and income statement to JDF. You have received a true copy of this agreement and agree to its terms.

SIGN HERE

X _____ Title _____ Date _____
Applicant's Signature (required)

X _____, Individually Print Name _____ Date _____

Primary Owner Signature Individually - Required for Corporation, LLC & Partnership in addition to the signature on behalf of the Organizational Applicant above (by signing, such Primary Owner shall be personally liable for all transactions and obligations arising under any John Deere Financial account that may be approved by JDF pursuant to this Application).

**AI-58283** **Executive Office** **9. J.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Daniel Flores, FACILITIES MANAGEMENT

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

**Department:** FACILITIES MANAGEMENT

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## Information

**CAPTION**

Facilities Management:
Requesting approval to surplus/dispose of any unserviceable US Flags

**BACKGROUND**

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## Fiscal Impact

## Attachments

disposal procedures
email

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 04:13 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Monica Badillo Started On: 01/30/2017 03:57 PM
Final Approval Date: 02/02/2017

Ramon Garcia
County Judge

# VETERANS SERVICES
## County Of Hidalgo

**Hidalgo County Veterans Services suggests the following procedures for proper disposal of American Flags.**

**Standard Operation Procedure (SOP)**
**For**
**Proper Disposal of American Flag**

**According the U.S. Flag code, "The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.**

**The County of Hidalgo will perform the above mentioned in the following procedure:**

I. **The designated day for proper disposal of the flags is set for Flag Day, June 14th.**

II. **Flags that are in worn out condition, such as tattered, faded, or torn, will be delivered to the Hidalgo County Facilities Management for storage until Flag Day.**

III. **Approximately one week prior to Flag Day, flags will be delivered to the Hidalgo County Veterans Services Office.**

IV. **The Hidalgo County Veterans Services Office will contact a Veterans Service Organization (VSO) such as the American Legion, Veterans of Foreign Wars, or Boy & Girl Scouts of America, to conduct the proper disposal of the flags through ceremony.**

**Sincerely,**

Emilio De Los Santos

**Emilio De Los Santos**
**VSO/Director**

2816 South Business Hwy. 281, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2436 Fax (956) 318-2439
e-mail: hcveterans@co.hidalgo.tx.us

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

## Fwd: PROPER DISPOSAL OF US FLAG

**From :** Daniel Flores <daniel.flores@co.hidalgo.tx.us> Fri, Jan 20, 2017 09:56 AM
**Subject :** Fwd: PROPER DISPOSAL OF US FLAG 1 attachment
**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Please see attachment from Veterans Services, it a letter detailing how we can dispose of the American Flags when they become unserviceable. We will need Commissioner Court Approval to dispose of Flags.

---

**From:** "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
**To:** "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>, "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
**Sent:** Friday, June 3, 2016 10:32:44 AM
**Subject:** Fwd: PROPER DISPOSAL OF US FLAG

Respectfully,

Valde Guerra
CEO

Begin forwarded message:

**From:** Amanda Silva <amanda.silva@co.hidalgo.tx.us>
**Date:** June 2, 2016 at 9:15:14 AM CDT
**To:** Valde Guerra <valde.guerra@co.hidalgo.tx.us>
**Cc:** Emilio De Los Santos <emilio.delossantos@co.hidalgo.tx.us>
**Subject: PROPER DISPOSAL OF US FLAG**

VALDE,

AS PER MR. DE LOS SANTOS REQUEST, I AM FORWARDING YOU THE FOLLOWING ATTACHMENT REGARDING PROPER DISPOSAL OF US FLAG. PLEASE CALL OUR OFFICE IF YOU HAVE ANY QUESTIONS.

SINCERELY,

Amanda Silva -Administrative Assistant
Hidalgo County Veterans Services
2816 S. Business Hwy 281
Edinburg, TX 78539
(956)318-2436 Office
(956)318-2439 Fax

**20160531093606134.pdf**
74 KB

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**AI-58312** **Human Resources** **10. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Debbie Tamez, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Information**

**CAPTION**

Pct. 3 BCAP/Pct. 3 Rd. Maintenance/Pct. 4 BCAP/Pct. 4 Rd. Maintenance/Pct. 1 Administration/BCAP/R&B Co. Wide Administration (1200):

1. Approval of the following personnel actions, effective upon Commissioners Court approval:

| Action | Dept/Prog | Slot | Position Title | Obj. Code | Current Budgeted Salary/Allowance | Proposed Budgeted Salary/Allowance | Total Adjustment |
|---|---|---|---|---|---|---|---|
| Change in Funding Source (Delete Slot. No. 0002) | 123-019 | 0002 | Executive Assistant III | 113/115 | $5,129.00/ $69.79 | $0.00/$0.00 | ($5,129.00)/($69.79) |
| | 123-005 | 0003 | | 113/115 | $69,838.00/$950.21 | $74,967.00/$1,020.00 | $5,129.00/$69.79 |
| Change in Funding Source (Delete Slot No. 0005) | 123-019 | 0005 | Invoice Clerk | 113/115 | $2,645.00/ $57.95 | $0.00/$0.00 | ($2,645.00)/($57.95) |
| | 123-005 | 0031 | | 113/115 | $31,219.00/$662.05 | $33,864.00/ $720.00 | $2,645.00/$57.95 |
| Change in Funding Source (Delete Slot No. A006) | 123-019 | A006 | Assistant Field Operations Director | 117 | $3,167.00 | $0.00 | ($3,167.00) |
| | 123-005 | 0079 | | 117 | $0.00 | $3,167.00 | $3,167.00 |
| Change in Funding Source (Delete Slot No. 0002) | 124-019 | 0002 | Accounts Payable Specialist III | 113 | $3,919.00 | $0.00 | ($3,919.00) |
| | 124-007 | 0004 | | 113 | $45,012.00 | $48,931.00 | $3,919.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Change in Funding Source (Delete Slot No. A006) | 121-004 | 0009 | Clerk IV | 117 | $0.00 | $3,500.00 | $3,500.00 |
| | 125-028 | A006 | | 117 | $3,500.00 | $0.00 | ($3,500.00) |

2. Approval to add supplemental pay allowance in the amount of $1,104.00 to Program Manager position, Slot No. 125-030-0-001.
3. Approval of interdepartmental transfers.
4. Approval to revise the salary schedule in accordance with Commissioners Court approval.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

transfer
fiscal note
pars

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Human Resources | Veronica Ortiz | 02/02/2017 03:01 PM |
| Damaris San Miguel | Damaris San Miguel | 02/02/2017 04:58 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Debbie Tamez | | Started On: 02/01/2017 11:33 AM |
| Final Approval Date: 02/02/2017 | | |

**DATE:** February 6, 2017

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for R&B (Pct. 3, Pct. 4, Co Wide Adm)

**ACCOUNT NUMBER:** 7-1200-431-00-12X-0XX-0-XXX

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

**2017**
**Transfer**
AI-58312

**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** | | | | |
| 7-1200-431-00-123-019-0- | 113 | Pct. 3 BCAP- | Reg F/T Employees | (7,026.50) |
| 7-1200-431-00-123-019-0- | 115 | Pct. 3 BCAP- | Longevity Pay | (115.46) |
| 7-1200-431-00-123-019-0- | 117 | Pct. 3 BCAP- | Supplemental Pay | (2,862.48) |
| 7-1200-431-00-123-019-0- | 211 | Pct. 3 BCAP- | Health Insurance | (3,423.21) |
| 7-1200-431-00-123-019-0- | 212 | Pct. 3 BCAP- | Life Insurance | (20.42) |
| 7-1200-431-00-123-019-0- | 220 | Pct. 3 BCAP- | FICA | (765.34) |
| 7-1200-431-00-123-019-0- | 230 | Pct. 3 BCAP- | Retirement | (1,147.51) |
| 7-1200-431-00-123-019-0- | 250 | Pct. 3 BCAP- | Unemployment Comp | (60.03) |
| 7-1200-431-00-123-019-0- | 260 | Pct. 3 BCAP- | Workers Comp | (11.00) |
| 7-1200-431-00-124-019-0- | 113 | Pct. 4 BCAP- | Reg F/T Employees | (3,542.17) |
| 7-1200-431-00-124-019-0- | 220 | Pct. 4 BCAP- | FICA | (270.98) |
| 7-1200-431-00-124-019-0- | 230 | Pct. 4 BCAP- | Retirement | (406.29) |
| 7-1200-431-00-124-019-0- | 250 | Pct. 4 BCAP- | Unemployment Comp | (21.25) |
| 7-1200-431-00-124-019-0- | 260 | Pct. 4 BCAP- | Workers Comp | (3.90) |
| 7-1200-431-00-125-028-0- | 117 | BCAP- | Supplemental Pay | (997.85) |
| 7-1200-431-00-125-028-0- | 220 | BCAP- | FICA | (76.34) |
| 7-1200-431-00-125-028-0- | 230 | BCAP- | Retirement | (114.45) |
| 7-1200-431-00-125-028-0- | 250 | BCAP- | Unemployment Comp | (5.99) |
| 7-1200-431-00-125-028-0- | 260 | BCAP- | Workers Comp | (1.10) |
| | | | | |
| **TO** | | | | |
| 7-1200-431-00-123-005-0- | 113 | Pct. 3 Rd Maintenance- | Reg F/T Employees | 7,026.50 |
| 7-1200-431-00-123-005-0- | 115 | Pct. 3 Rd Maintenance- | Longevity Pay | 115.46 |
| 7-1200-431-00-123-005-0- | 117 | Pct. 3 Rd Maintenance- | Supplemental Pay | 2,862.48 |
| 7-1200-431-00-123-005-0- | 211 | Pct. 3 Rd Maintenance- | Health Insurance | 3,423.21 |
| 7-1200-431-00-123-005-0- | 212 | Pct. 3 Rd Maintenance- | Life Insurance | 20.42 |
| 7-1200-431-00-123-005-0- | 220 | Pct. 3 Rd Maintenance- | FICA | 765.34 |
| 7-1200-431-00-123-005-0- | 230 | Pct. 3 Rd Maintenance- | Retirement | 1,147.51 |
| 7-1200-431-00-123-005-0- | 250 | Pct. 3 Rd Maintenance- | Unemployment Comp | 60.03 |
| 7-1200-431-00-123-005-0- | 260 | Pct. 3 Rd Maintenance- | Workers Comp | 11.00 |
| 7-1200-431-00-124-007-0- | 113 | Pct. 4 Rd Maintenance- | Reg F/T Employees | 3,542.17 |
| 7-1200-431-00-124-007-0- | 220 | Pct. 4 Rd Maintenance- | FICA | 270.98 |
| 7-1200-431-00-124-007-0- | 230 | Pct. 4 Rd Maintenance- | Retirement | 406.29 |
| 7-1200-431-00-124-007-0- | 250 | Pct. 4 Rd Maintenance- | Unemployment Comp | 21.25 |
| 7-1200-431-00-124-007-0- | 260 | Pct. 4 Rd Maintenance- | Workers Comp | 3.90 |
| 7-1200-431-00-125-030-0- | 117 | R&B Co Wide Adm- | Supplemental Pay | 997.85 |
| 7-1200-431-00-125-030-0- | 220 | R&B Co Wide Adm- | FICA | 76.34 |
| 7-1200-431-00-125-030-0- | 230 | R&B Co Wide Adm- | Retirement | 114.45 |
| 7-1200-431-00-125-030-0- | 250 | R&B Co Wide Adm- | Unemployment Comp | 5.99 |
| 7-1200-431-00-125-030-0- | 260 | R&B Co Wide Adm- | Workers Comp | 1.10 |
| | | | **TOTAL BUDGET INCREASE (DECREASE)** | **$ (0.00)** |

**REASON:** **Transfer needed to fund personnel actions, AI-58312, CC 02/06/17.**

**SIGNATURE**

**COMMISSIONERS COURT** / / **DATE** **ATTEST, COUNTY CLERK**

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

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Monday, February 06, 2017 Agenda Item: 58312

Summary of request/proposal:
Pct. 3 BCAP (1200): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | Executive Assistant III | 0002 | 113 | 5,129.00 | 0.00 | (5,129.00) |
| 1200 | Executive Assistant III | 0002 | 115 | 69.79 | 0.00 | (69.79) |
| 1200 | Invoice Clerk | 0005 | 113 | 2,645.00 | 0.00 | (2,645.00) |
| 1200 | Invoice Clerk | 0005 | 115 | 57.95 | 0.00 | (57.95) |
| 1200 | Assistant Field Operations Director | A006 | 117 | 3,167.00 | 0.00 | (3,167.00) |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 11,068.74 | 0.00 | (11,068.74) |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1200-431-00-123-019-0- | 113 | PCT. 3 BCAP- | REG F/T EMPLOYEES | ($7,026.50) |
| 7-1200-431-00-123-019-0- | 115 | PCT. 3 BCAP- | LONGEVITY PAY | ($115.46) |
| 7-1200-431-00-123-019-0- | 117 | PCT. 3 BCAP- | SUPPLEMENTAL PAY | ($2,862.48) |
| 7-1200-431-00-123-019-0- | 211 | PCT. 3 BCAP- | HEALTH INSURANCE | ($3,423.21) |
| 7-1200-431-00-123-019-0- | 212 | PCT. 3 BCAP- | LIFE INSURANCE | ($20.42) |
| 7-1200-431-00-123-019-0- | 220 | PCT. 3 BCAP- | FICA | ($765.34) |
| 7-1200-431-00-123-019-0- | 230 | PCT. 3 BCAP- | RETIREMENT | ($1,147.51) |
| 7-1200-431-00-123-019-0- | 250 | PCT. 3 BCAP- | UNEMPLOYMENT COMP | ($60.03) |
| 7-1200-431-00-123-019-0- | 260 | PCT. 3 BCAP- | WORKER'S COMP | ($11.00) |
| | | | | |
| | | | 2017 Budgetary Impact | ($15,431.95) |

2018 Budgetary Impact ($17,073.64)

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: Monday, February 06, 2017 Agenda Item: 58312

Summary of request/proposal:
Pct. 3 Rd Maintenance (1200): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | Executive Assistant III | 0003 | 113 | 69,838.00 | 74,967.00 | 5,129.00 |
| 1200 | Executive Assistant III | 0003 | 115 | 950.21 | 1,020.00 | 69.79 |
| 1200 | Invoice Clerk | 0031 | 113 | 30,219.00 | 32,864.00 | 2,645.00 |
| 1200 | Invoice Clerk | 0031 | 115 | 662.05 | 720.00 | 57.95 |
| 1200 | Assistant Field Operations Director | A006 | 117 | 0.00 | 3,167.00 | 3,167.00 |
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| | | | | 101,669.26 | 112,738.00 | 11,068.74 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1200-431-00-123-005-0- | 113 | PCT. 3 RD MAINTENANCE- | REG F/T EMPLOYEES | $7,026.50 |
| 7-1200-431-00-123-005-0- | 115 | PCT. 3 RD MAINTENANCE- | LONGEVITY PAY | $115.46 |
| 7-1200-431-00-123-005-0- | 117 | PCT. 3 RD MAINTENANCE- | SUPPLEMENTAL PAY | $2,862.48 |
| 7-1200-431-00-123-005-0- | 211 | PCT. 3 RD MAINTENANCE- | HEALTH INSURANCE | $3,423.21 |
| 7-1200-431-00-123-005-0- | 212 | PCT. 3 RD MAINTENANCE- | LIFE INSURANCE | $20.42 |
| 7-1200-431-00-123-005-0- | 220 | PCT. 3 RD MAINTENANCE- | FICA | $765.34 |
| 7-1200-431-00-123-005-0- | 230 | PCT. 3 RD MAINTENANCE- | RETIREMENT | $1,147.51 |
| 7-1200-431-00-123-005-0- | 250 | PCT. 3 RD MAINTENANCE- | UNEMPLOYMENT COMP | $60.03 |
| 7-1200-431-00-123-005-0- | 260 | PCT. 3 RD MAINTENANCE- | WORKER'S COMP | $11.00 |
| | | | | |
| | | | 2017 Budgetary Impact | $15,431.95 |

2018 Budgetary Impact $17,073.64

Possible Funding Sources: Interdepartmental Transfer

Comments:

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# 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: Monday, February 06, 2017 Agenda Item: 58312

Summary of request/proposal:
Pct. 4 BCAP (1200): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | Accounts Payable Specialist III | 0002 | 113 | 3,919.00 | 0.00 | (3,919.00) |
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| | | | | 3,919.00 | 0.00 | (3,919.00) |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1200-431-00-124-019-0- | 113 | PCT. 4 BCAP- | REG F/T EMPLOYEES | ($3,542.17) |
| 7-1200-431-00-124-019-0- | 211 | PCT. 4 BCAP- | HEALTH INSURANCE | $0.00 |
| 7-1200-431-00-124-019-0- | 212 | PCT. 4 BCAP- | LIFE INSURANCE | $0.00 |
| 7-1200-431-00-124-019-0- | 220 | PCT. 4 BCAP- | FICA | ($270.98) |
| 7-1200-431-00-124-019-0- | 230 | PCT. 4 BCAP- | RETIREMENT | ($406.29) |
| 7-1200-431-00-124-019-0- | 250 | PCT. 4 BCAP- | UNEMPLOYMENT COMP | ($21.25) |
| 7-1200-431-00-124-019-0- | 260 | PCT. 4 BCAP- | WORKER'S COMP | ($3.90) |
| | | | | |
| | | | 2017 Budgetary Impact | ($4,244.59) |

2018 Budgetary Impact ($4,696.13)

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: Monday, February 06, 2017 Agenda Item: 58312

Summary of request/proposal:
Pct. 4 Rd Maintenance (1200): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | Accounts Payable Specialist III | 0004 | 113 | 45,012.00 | 48,931.00 | 3,919.00 |
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| | | | | 45,012.00 | 48,931.00 | 3,919.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1200-431-00-124-007-0- | 113 | PCT. 4 RD MAINTENANCE- | REG F/T EMPLOYEES | $3,542.17 |
| 7-1200-431-00-124-007-0- | 211 | PCT. 4 RD MAINTENANCE- | HEALTH INSURANCE | $0.00 |
| 7-1200-431-00-124-007-0- | 212 | PCT. 4 RD MAINTENANCE- | LIFE INSURANCE | $0.00 |
| 7-1200-431-00-124-007-0- | 220 | PCT. 4 RD MAINTENANCE- | FICA | $270.98 |
| 7-1200-431-00-124-007-0- | 230 | PCT. 4 RD MAINTENANCE- | RETIREMENT | $406.29 |
| 7-1200-431-00-124-007-0- | 250 | PCT. 4 RD MAINTENANCE- | UNEMPLOYMENT COMP | $21.25 |
| 7-1200-431-00-124-007-0- | 260 | PCT. 4 RD MAINTENANCE- | WORKER'S COMP | $3.90 |
| | | | | |
| | | | 2017 Budgetary Impact | $4,244.59 |

2018 Budgetary Impact $4,696.13

Possible Funding Sources: Interdepartmental Transfer

Comments:

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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: Monday, February 06, 2017 Agenda Item: 58312

Summary of request/proposal:
Pct. 1 Administration (1200): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | Clerk IV | 0009 | 117 | 0.00 | 3,500.00 | 3,500.00 |
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| | | | | 0.00 | 3,500.00 | 3,500.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1200-431-00-121-004-0- | 117 | PCT. 1 ADMINISTRATION- | SUPPLEMENTAL PAY | $3,163.46 |
| 7-1200-431-00-121-004-0- | 211 | PCT. 1 ADMINISTRATION- | HEALTH INSURANCE | $0.00 |
| 7-1200-431-00-121-004-0- | 212 | PCT. 1 ADMINISTRATION- | LIFE INSURANCE | $0.00 |
| 7-1200-431-00-121-004-0- | 220 | PCT. 1 ADMINISTRATION- | FICA | $242.00 |
| 7-1200-431-00-121-004-0- | 230 | PCT. 1 ADMINISTRATION- | RETIREMENT | $362.85 |
| 7-1200-431-00-121-004-0- | 250 | PCT. 1 ADMINISTRATION- | UNEMPLOYMENT COMP | $18.98 |
| 7-1200-431-00-121-004-0- | 260 | PCT. 1 ADMINISTRATION- | WORKER'S COMP | $3.48 |
| | | | | |
| | | | 2017 Budgetary Impact | $3,790.77 |

2018 Budgetary Impact $4,194.05

Possible Funding Sources: Within dept. budget; Lapsed salaries.

Comments:

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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: Monday, February 06, 2017 Agenda Item: 58312

Summary of request/proposal:
BCAP (1200): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | Clerk IV | A006 | 117 | 3,500.00 | 0.00 | (3,500.00) |
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| | | | | 3,500.00 | 0.00 | (3,500.00) |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1200-431-00-125-028-0- | 117 | BCAP- | SUPPLEMENTAL PAY | ($3,163.46) |
| 7-1200-431-00-125-028-0- | 211 | BCAP- | HEALTH INSURANCE | $0.00 |
| 7-1200-431-00-125-028-0- | 212 | BCAP- | LIFE INSURANCE | $0.00 |
| 7-1200-431-00-125-028-0- | 220 | BCAP- | FICA | ($242.00) |
| 7-1200-431-00-125-028-0- | 230 | BCAP- | RETIREMENT | ($362.85) |
| 7-1200-431-00-125-028-0- | 250 | BCAP- | UNEMPLOYMENT COMP | ($18.98) |
| 7-1200-431-00-125-028-0- | 260 | BCAP- | WORKER'S COMP | ($3.48) |
| | | | | |
| | | | 2017 Budgetary Impact | ($3,790.77) |

2018 Budgetary Impact ($4,194.05)

Possible Funding Sources: Cost Savings

Comments:

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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: Monday, February 06, 2017 Agenda Item: 58312

Summary of request/proposal:
R&B Co Wide Adm (1200): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | Program Manager | 0001 | 117 | 0.00 | 1,104.00 | 1,104.00 |
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| | | | | 0.00 | 1,104.00 | 1,104.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1200-431-00-125-030-0- | 117 | R&B CO WIDE ADM- | SUPPLEMENTAL PAY | $997.85 |
| 7-1200-431-00-125-030-0- | 211 | R&B CO WIDE ADM- | HEALTH INSURANCE | $0.00 |
| 7-1200-431-00-125-030-0- | 212 | R&B CO WIDE ADM- | LIFE INSURANCE | $0.00 |
| 7-1200-431-00-125-030-0- | 220 | R&B CO WIDE ADM- | FICA | $76.34 |
| 7-1200-431-00-125-030-0- | 230 | R&B CO WIDE ADM- | RETIREMENT | $114.45 |
| 7-1200-431-00-125-030-0- | 250 | R&B CO WIDE ADM- | UNEMPLOYMENT COMP | $5.99 |
| 7-1200-431-00-125-030-0- | 260 | R&B CO WIDE ADM- | WORKER'S COMP | $1.10 |
| | | | | |
| | | | 2017 Budgetary Impact | $1,195.73 |

2018 Budgetary Impact $1,322.92

Possible Funding Sources: Interdept. Transfer (from 125-028)

Comments:

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Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 24 2017
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Pct. 3 BCAP/123-019
Pct. 3 Rd. Maintenance/123-005

**DATE:**

**CURRENT POSITION TITLE:** Executive Assistant III

**CURRENT SLOT #:** 0002/0003

**REQUESTED POSITION TITLE:** Executive Assistant III

123-005-0003

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change In Funding Source

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Salary/Allowance | Current Salary/Allowance | Net Change |
|---|---|---|---|---|
| 123-019 | 1 | $5,129.00/$69.79 | $0.00/$0.00 | ($5,129.00)/($69.79) |
| 123-005 | 1 | $69,838.00/$950.21 | $74,967.00/$1,020.00 | $5,129.00/$69.79 |

**Position to be funded from one of the following:**

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Interdepartmental Transfer**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

**CIVIL SERVICE:**

Exempt [ ]
Non-Exempt [X]

**FLSA:**

Exempt [ ]
Non-Exempt [X]

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

Change in funding source; BCAP program to be deleted.

**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 | Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ | YES | ☐ | NO |
| 2. | HUMAN RESOURCES DIRECTOR | Date 2/24/17 | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date 2/24/17 | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 24 2017
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Pct. 3 BCAP/123-019
Pct. 3 Rd. Maintenance/123-005

**DATE:**

**CURRENT POSITION TITLE:** Invoice Clerk

**CURRENT SLOT #:** 0005/0031

**REQUESTED POSITION TITLE:** Invoice Clerk

123-005-0031

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change In Funding Source

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Salary/Allowance | Current Salary/Allowance | Net Change |
|---|---|---|---|---|
| 123-019 | 1 | $2,645.00/$57.95 | $0.00/$0.00 | ($2,645.00)/($57.95) |
| 123-005 | 1 | $30,219.00/$662.05 | $32,864.00/$720.00 | $2,645.00/$57.95 |

**Position to be funded from one of the following:**

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Interdepartmental Transfer**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

**CIVIL SERVICE:**

Exempt [ ]
Non-Exempt [X]

**FLSA:**

Exempt [ ]
Non-Exempt [X]

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

Change in funding source; BCAP program to be deleted.

**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 | Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | Date 2/24/17 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date 2/24/17 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
FEB 24 2017
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Pct. 3 BCAP/123-019
Pct. 3 Rd. Maintenance/123-005

**DATE:**

**CURRENT POSITION TITLE:** Assistant Field Operations Director

**CURRENT SLOT #:** A006/0079

**REQUESTED POSITION TITLE:** Assistant Field Operations Director

123-005-0079

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change In Funding Source

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Salary/Allowance | Current Salary/Allowance | Net Change |
|---|---|---|---|---|
| 123-019 | 1 | $3,167.00 | $0.00 | $3,167.00 |
| 123-005 | 1 | $0.00 | $3,167.00 | $3,167.00 |

**Position to be funded from one of the following:**

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other **Interdepartmental Transfer**

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

**CIVIL SERVICE:**

Exempt [ ]
Non-Exempt [X]

**FLSA:**

Exempt [ ]
Non-Exempt [X]

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

Change in funding source; BCAP program to be deleted.

**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 | Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ | YES | ☐ | NO |
| 2. | HUMAN RESOURCES DIRECTOR | Date 2/24/17 | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date 2/24/17 | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 14 2017
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Pct. 4 BCAP/124-019
Pct. 4 Rd. Maintenance/124-007

**DATE:**

**CURRENT POSITION TITLE:** Accounts Payable Specialist III

**CURRENT SLOT #:** 0002/0004

**REQUESTED POSITION TITLE:** Accounts Payable Specialist III

124-007-0004

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change In Funding Source

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Salary/Allowance | Proposed Salary/Allowance | Net Change |
|---|---|---|---|---|
| 124-019 | 1 | $3,919.00 | $0.00 | ($3,919.00) |
| 124-007 | 1 | $45,012.00 | $48,931.00 | $3,919.00 |

**Position to be funded from one of the following:**

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

☒ Other **Interdepartmental Transfer**

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

**CIVIL SERVICE:**
Exempt ☐
Non-Exempt ☒

**FLSA:**
Exempt ☐
Non-Exempt ☒

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

Change in funding source; BCAP program to be deleted.

**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. | Joseph Cal | 2/3/17 | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ | YES | ☐ | NO |
| | DEPARTMENT HEAD | Date | | | | | |
| 2. | Lupita Saenz | 02/14/2017 | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | | |
| 3. | | 2/24/2017 | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | | |
| 4. | | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 6 2016
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Pct. 1 Administration 121-004 BCAP/125-028

**DATE:**

**CURRENT POSITION TITLE:** Clerk IV

**CURRENT SLOT #:** 0009/A006

**REQUESTED POSITION TITLE:** Clerk IV

121-004-0009

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change In Funding Source

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Allowance | Proposed Allowance | Net Change |
|---|---|---|---|---|
| 121-004 | 1 | $0.00 | $3,500.00 | ($3,500.00) |
| 125-028 | 1 | $3,500.00 | $0.00 | $3,500.00 |

**Position to be funded from one of the following:**

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |
|---|---|---|---|---|
| | | | | |

**CIVIL SERVICE:**

Exempt [ ]

Non-Exempt [X]

**FLSA:**

Exempt [ ]

Non-Exempt [X]

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

Change in funding source; BCAP program to be deleted.

**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 | 2-3-17 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ | YES | ☐ | NO |
| 2. | HUMAN RESOURCES DIRECTOR | 2/6/17 Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 2/24/17 Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# COUNTY OF HIDALGO
## Human Resources Department

RECEIVED
FEB 14 2017
HUMAN RESOURCES

## PERSONNEL ADJUSTMENT REQUEST FORM
## (ALLOWANCES)

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

| | | | |
|---|---|---|---|
| **DATE:** | 02/03/2017 | **CURRENT POSITION TITLE:** | Program Manager |
| **DEPARTMENT NAME:** | R&B Co Wide Adm | **CURRENT SLOT NO.:** | 0001 |
| **DEPARTMENT NO.:** | 125-030 | **REQUESTED POSITION TITLE:** | |

**ALLOWANCE REQUEST:** *Type of Allowance*

- ☐ Longevity
- ☑ Supplemental
- ☐ Interpreter
- ☐ Auto
- ☐ Clothing

| | Current Budgeted Amount | Proposed Budgeted Amount | Net Change |
|---|---|---|---|
| **Allowance Amount:** | $ 0.00 | $ 1,104.00 | $ 1,104.00 |

**TOTAL BUDGETARY IMPACT:** $ 1,104.00

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

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☑ Other Interdepartmental Transfer (from 125-028)
- ☐ Will Require Additional Funds

**POSITION TYPE:**

- ☑ 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:**

- ☐ Exempt
- ☑ Non-Exempt

**FLSA:**

- ☐ Exempt
- ☑ Non- Exempt

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

Requesting supplemental pay due to added duties.

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

| | |
|---|---|
| Department Head | Date 2/14/17 |
| Department of Human Resources | Date 2/14/2017 |
| Department of Budget & Management | Date 2/24/17 |

**AI-58270** **Human Resources** **10. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Raul Silguero, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

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**Information**

**CAPTION**

Planning Department / Environmental Compliance / Nuisance Abatement (1100):
1. Approval to transfer the following positions and employees effective upon Commissioner's Court approval:

| Employee # | Position Title | From Dept. | Slot No. | To Department | Slot No. |
|---|---|---|---|---|---|
| 187097 | Environmental Compliance Coordinator | Planning Department (210-001) | 0027 (delete) | Environmental Compliance (125-036) | 0001 (create) |
| 177512 | Administrative Assistant III | Planning Department (210-001) | 0028 (delete) | Nuisance Abatement (125-039) | 0007 (create) |

2. Approval of interdepartmental transfers.
3. Approval to revise the salary schedules in accordance with Commissioners court approval.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-419-10-210-001-0-XXX

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

**BUDGETARY IMPACT:**

Cost Savings

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-419-70-125-036-0-XXX

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

**BUDGETARY IMPACT:**

Funds available; interdepartmental transfer.

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-432-70-125-039-0-XXX

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

**BUDGETARY IMPACT:**

Funds available; interdepartmental transfer.

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**Attachments**

transfer
fiscal note
pars
PARS

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 03:28 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Diana Munoz | | Started On: 01/30/2017 11:12 AM |
| Final Approval Date: 02/02/2017 | | |

**DATE:** February 6, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**2017**
**Transfer**
**AI-58270**

**DEPARTMENT NAME:** Department of Budget & Management for - Various Depts.

**ACCOUNT NUMBER:** 7-1100-4XX-X0-XXX-0XX-0-XXX

**CONTACT PERSON:** Debbie Tamez, Budget Analyst

**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** | | | | |
| 7-1100-419-10-210-001-0- | 113 | Planning Dept- | Reg F/T Employees | (103,700.08) |
| 7-1100-419-10-210-001-0- | 211 | Planning Dept- | Health Insurance | (11,388.46) |
| 7-1100-419-10-210-001-0- | 212 | Planning Dept- | Life Insurance | (78.74) |
| 7-1100-419-10-210-001-0- | 220 | Planning Dept- | FICA | (7,933.06) |
| 7-1100-419-10-210-001-0- | 230 | Planning Dept- | Retirement | (11,894.40) |
| 7-1100-419-10-210-001-0- | 250 | Planning Dept- | Unemployment Comp | (622.20) |
| 7-1100-419-10-210-001-0- | 260 | Planning Dept- | Workers Comp | (114.07) |
| | | | | |
| | | | | |
| **TO** | | | | |
| 7-1100-419-70-125-036-0- | 113 | Environmental Compliance- | Reg F/T Employees | 73,193.46 |
| 7-1100-419-70-125-036-0- | 211 | Environmental Compliance- | Health Insurance | 5,694.23 |
| 7-1100-419-70-125-036-0- | 212 | Environmental Compliance- | Life Insurance | 39.37 |
| 7-1100-419-70-125-036-0- | 220 | Environmental Compliance- | FICA | 5,599.30 |
| 7-1100-419-70-125-036-0- | 230 | Environmental Compliance- | Retirement | 8,395.29 |
| 7-1100-419-70-125-036-0- | 250 | Environmental Compliance- | Unemployment Comp | 439.16 |
| 7-1100-419-70-125-036-0- | 260 | Environmental Compliance- | Workers Comp | 80.51 |
| 7-1100-432-70-125-039-0- | 113 | Nuisance Abatement Prg- | Reg F/T Employees | 30,506.62 |
| 7-1100-432-70-125-039-0- | 211 | Nuisance Abatement Prg- | Health Insurance | 5,694.23 |
| 7-1100-432-70-125-039-0- | 212 | Nuisance Abatement Prg- | Life Insurance | 39.37 |
| 7-1100-432-70-125-039-0- | 220 | Nuisance Abatement Prg- | FICA | 2,333.76 |
| 7-1100-432-70-125-039-0- | 230 | Nuisance Abatement Prg- | Retirement | 3,499.11 |
| 7-1100-432-70-125-039-0- | 250 | Nuisance Abatement Prg- | Unemployment Comp | 183.04 |
| 7-1100-432-70-125-039-0- | 260 | Nuisance Abatement Prg- | Workers Comp | 33.56 |
| | | | | |
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| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **(0.00)** |

**REASON:** **Transfer to fund personnel actions; AI-58270 CC Regular 02/06/17**

**DEPARTMENT HEAD SIGNATURE**

| COMMISSIONERS COURT | / / DATE | ATTEST, COUNTY CLERK |
| --- | --- | --- |

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

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Monday, February 06, 2017 Agenda Item: 58270

Summary of request/proposal:
Planning Dept (1100): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Environmental Compliance Coordinator | 0027 | 113 | 80,980.00 | 0.00 | (80,980.00) |
| 1100 | Administrative Assistant III | 0028 | 113 | 33,752.00 | 0.00 | (33,752.00) |
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| | | | | 114,732.00 | 0.00 | (114,732.00) |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1100-419-10-210-001-0- | 113 | PLANNING DEPT- | REG F/T EMPLOYEES | ($103,700.08) |
| 7-1100-419-10-210-001-0- | 211 | PLANNING DEPT- | HEALTH INSURANCE | ($11,388.46) |
| 7-1100-419-10-210-001-0- | 212 | PLANNING DEPT- | LIFE INSURANCE | ($78.74) |
| 7-1100-419-10-210-001-0- | 220 | PLANNING DEPT- | FICA | ($7,933.06) |
| 7-1100-419-10-210-001-0- | 230 | PLANNING DEPT- | RETIREMENT | ($11,894.40) |
| 7-1100-419-10-210-001-0- | 250 | PLANNING DEPT- | UNEMPLOYMENT COMP | ($622.20) |
| 7-1100-419-10-210-001-0- | 260 | PLANNING DEPT- | WORKER'S COMP | ($114.07) |
| | | | | |
| | | | 2017 Budgetary Impact | ($135,731.01) |

2018 Budgetary Impact ($150,170.48)

Possible Funding Sources: Cost Savings

Comments:

| |
|---|
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# 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: Monday, February 06, 2017 Agenda Item: 58270

Summary of request/proposal:
Environmental Compliance (1100): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Environmental Compliance Coordinator | 0001 | 113 | 0.00 | 80,980.00 | 80,980.00 |
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| | | | | 0.00 | 80,980.00 | 80,980.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1100-419-70-125-036-0- | 113 | ENVIRONMENTAL COMPL- | REG F/T EMPLOYEES | $73,193.46 |
| 7-1100-419-70-125-036-0- | 211 | ENVIRONMENTAL COMPL- | HEALTH INSURANCE | $5,694.23 |
| 7-1100-419-70-125-036-0- | 212 | ENVIRONMENTAL COMPL- | LIFE INSURANCE | $39.37 |
| 7-1100-419-70-125-036-0- | 220 | ENVIRONMENTAL COMPL- | FICA | $5,599.30 |
| 7-1100-419-70-125-036-0- | 230 | ENVIRONMENTAL COMPL- | RETIREMENT | $8,395.29 |
| 7-1100-419-70-125-036-0- | 250 | ENVIRONMENTAL COMPL- | UNEMPLOYMENT COMP | $439.16 |
| 7-1100-419-70-125-036-0- | 260 | ENVIRONMENTAL COMPL- | WORKER'S COMP | $80.51 |
| | | | | |
| | | | 2017 Budgetary Impact | $93,441.32 |

2018 Budgetary Impact $103,381.90

Possible Funding Sources: Interdepartmental Transfer

Comments:

| |
|---|
| |
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| |

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: Monday, February 06, 2017 Agenda Item: 58270

Summary of request/proposal:
Nuisance Abatement Prg- (1100): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Administrative Assistant III | 0001 | 113 | 0.00 | 33,752.00 | 33,752.00 |
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| | | | | 0.00 | 33,752.00 | 33,752.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1100-432-70-125-039-0- | 113 | NUISANCE ABATEMENT PRG- | REG F/T EMPLOYEES | $30,506.62 |
| 7-1100-432-70-125-039-0- | 211 | NUISANCE ABATEMENT PRG- | HEALTH INSURANCE | $5,694.23 |
| 7-1100-432-70-125-039-0- | 212 | NUISANCE ABATEMENT PRG- | LIFE INSURANCE | $39.37 |
| 7-1100-432-70-125-039-0- | 220 | NUISANCE ABATEMENT PRG- | FICA | $2,333.76 |
| 7-1100-432-70-125-039-0- | 230 | NUISANCE ABATEMENT PRG- | RETIREMENT | $3,499.11 |
| 7-1100-432-70-125-039-0- | 250 | NUISANCE ABATEMENT PRG- | UNEMPLOYMENT COMP | $183.04 |
| 7-1100-432-70-125-039-0- | 260 | NUISANCE ABATEMENT PRG- | WORKER'S COMP | $33.56 |
| | | | | |
| | | | 2017 Budgetary Impact | $42,289.69 |

2018 Budgetary Impact $46,788.58

Possible Funding Sources: Interdepartmental Transfer

Comments:

| |
|---|
| |
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Hidalgo Co. Budget Office
2/3/2005

# COUNTY OF HIDALGO
## Human Resources Department

## PERSONNEL ADJUSTMENT REQUEST FORM

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

**DATE:** 02/06/2017
**DEPARTMENT NAME:** Planning Department
**DEPARTMENT NO.:** 210-001
**CURRENT POSITION TITLE:** Environmental Compliance Coordi
**CURRENT SLOT NO.:** 0027
**REQUESTED POSITION TITLE:**

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

**SALARY REQUEST:**

| $ 80,980.00 | $ 0.00 | -$ 80,980.00 |
|---|---|---|
| Current Grade & Step Budgeted Salary | Proposed Grade & Step Budgeted Salary | Net Change |

**POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:**
☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

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

**CIVIL SERVICE:** ☐ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☐ Non-Exempt

**TEMPORARY POSITIONS:**

| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |
|---|---|---|---|---|
| | | | | |

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** *(Explain why position or adjustment request is essential)*

**POSITION RECLASSIFICATION COMMENTS:** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Department Head — Date: 02/06/2017

Department of Human Resources — Date

Department of Budget & Management — Date

# COUNTY OF HIDALGO
## Human Resources Department

## PERSONNEL ADJUSTMENT REQUEST FORM

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

| | | | |
|---|---|---|---|
| **DATE:** | 02/06/2017 | **CURRENT POSITION TITLE:** | Administrative Assistant III |
| **DEPARTMENT NAME:** | Planning Department | **CURRENT SLOT NO.:** | 0028 |
| **DEPARTMENT NO.:** | 210-001 | **REQUESTED POSITION TITLE:** | |

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

| **SALARY REQUEST:** | $ 33,752.00 | $ 0.00 | -$ 33,752.00 |
|---|---|---|---|
| | Current Grade & Step Budgeted Salary | Proposed Grade & Step Budgeted Salary | Net Change |

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

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other _____

**POSITION TYPE:**

☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

**CIVIL SERVICE:** ☐ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☐ Non-Exempt

**TEMPORARY POSITIONS:**

| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |
|---|---|---|---|---|
| | | | | |

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

| | |
|---|---|
| Department Head | 02/06/2017 Date |
| Department of Human Resources | Date |
| Department of Budget & Management | Date |

# COUNTY OF HIDALGO
## Human Resources Department

## PERSONNEL ADJUSTMENT REQUEST FORM

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

**DATE:** 02/06/2017
**DEPARTMENT NAME:** Environmental Compliance
**DEPARTMENT NO.:** 125-036
**CURRENT POSITION TITLE:**
**CURRENT SLOT NO.:** 0001 (proposed)
**REQUESTED POSITION TITLE:** Environmental Compliance ~~Coordi~~ Cordinator

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

**SALARY REQUEST:**

| $ 0.00 | $ 80,980.00 | $ 80,980.00 |
|---|---|---|
| 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 Inter Departmental

**POSITION TYPE:**

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

**CIVIL SERVICE:** ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

**TEMPORARY POSITIONS:**

| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |
|---|---|---|---|---|
| | | | | |

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head — Date: 02/06/2017

Department of Human Resources — Date: 2/03/2017

Department of Budget & Management — Date: 2/7/17

# COUNTY OF HIDALGO
## Human Resources Department

## PERSONNEL ADJUSTMENT REQUEST FORM

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

| | | | |
|---|---|---|---|
| **DATE:** | 02/06/2017 | **CURRENT POSITION TITLE:** | |
| **DEPARTMENT NAME:** | Nuisance Abatement | **CURRENT SLOT NO.:** | 0007 (proposed) |
| **DEPARTMENT NO.:** | 125-039 | **REQUESTED POSITION TITLE:** | Administrative Assistant III |

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

**SALARY REQUEST:**

| $ 0.00 | $ 33,752.00 | $ 33,752.00 |
|---|---|---|
| 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 Inter Departmental Transfer

**POSITION TYPE:**

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

**CIVIL SERVICE:** ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

**TEMPORARY POSITIONS:**

| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |
|---|---|---|---|---|
| | | | | |

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** ***(Explain why position or adjustment request is essential)***

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

| | |
|---|---|
| Department Head | 02/06/2017 Date |
| Department of Human Resources | 2/03/2017 Date |
| Department of Budget & Management | 2/7/2017 Date |

# COUNTY OF HIDALGO
## Human Resources Department

RECEIVED
FEB - 6 2016
HUMAN RESOURCES

## PERSONNEL ADJUSTMENT REQUEST FORM

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

**DATE:** 02/06/2017
**DEPARTMENT NAME:** Planning Department
**DEPARTMENT NO.:** 210-001

**CURRENT POSITION TITLE:** Environmental Compliance Coord
**CURRENT SLOT NO.:** 0027
**REQUESTED POSITION TITLE:**

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

**SALARY REQUEST:**

| $ 80,980.00 | $ 0.00 | -$ 80,980.00 |
|---|---|---|
| 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 OT
**FLSA:** ☐ Exempt ☑ Non-Exempt OT

**TEMPORARY POSITIONS:**

| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |
|---|---|---|---|---|
| | | | | |

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** *(Explain why position or adjustment request is essential)*

* **POSITION RECLASSIFICATION COMMENTS:** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

| | |
|---|---|
| Department Head | 02/06/2017 Date |
| Department of Human Resources | 2/06/17 Date |
| Department of Budget & Management | 2/7/17 Date |

# COUNTY OF HIDALGO
## Human Resources Department

RECEIVED
FEB - 6 2016
HUMAN RESOURCES

## PERSONNEL ADJUSTMENT REQUEST FORM

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

| | | | |
|---|---|---|---|
| **DATE:** | 02/06/2017 | **CURRENT POSITION TITLE:** | Administrative Assistant III |
| **DEPARTMENT NAME:** | Planning Department | **CURRENT SLOT NO.:** | 0028 |
| **DEPARTMENT NO.:** | 210-001 | **REQUESTED POSITION TITLE:** | |

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

**SALARY REQUEST:**

| $ 33,752.00 | $ 0.00 | -$ 33,752.00 |
|---|---|---|
| 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 or

**FLSA:** ☐ Exempt ☑ Non-Exempt or

**TEMPORARY POSITIONS:**

| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |
|---|---|---|---|---|
| | | | | |

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** ***(Explain why position or adjustment request is essential)***

**POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

| | |
|---|---|
| Department Head | 02/06/2017 Date |
| Department of Human Resources | 2/06/17 Date |
| Department of Budget & Management | 2/7/2017 Date |

**AI-58366** **Human Resources** **10. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Raul Silguero, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

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**Information**

**CAPTION**

Facilities Management / CCL #1 / DBM(1100):
1. Requesting waiver of the Budget Amendment - Personnel Related - Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective Commissioner's court approval:

| Action | Dept./ Program | Slot # | Position Title | Current/ Proposed Budgeted Salary |
|---|---|---|---|---|
| Delete | 115-001 | 0033 | Clerk II | ($24,960.00) |
| Delete | 220-001 | 0046 | Custodian II | ($24,960.00) |
| Create | 220-001 | 0119 | Special Projects Coordinator | $42,521.00 |

3. Approval to transfer employee #122343 to the Special Projects Coordinator position (220-001) Slot no.0119; pursuant to Section 3.32 of the Civil Service Commission Rules and Section 6.37 of the Personnel Policy Manual.
4. Approval of interdepartmental transfers.
5. Approval to revise the salary schedules in accordance to Commissioners Court action.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-419-40-220-001-0-XXX

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

**BUDGETARY IMPACT:**

Funds available; interdepartmental transfer.

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-415-14-115-001-0-XXX

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

**BUDGETARY IMPACT:**

Cost Savings

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**Attachments**

fiscal note
transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 03:14 PM |
| Human Resources | Diana Munoz | 02/02/2017 04:26 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Diana Munoz | | Started On: 02/02/2017 02:36 PM |
| Final Approval Date: 02/02/2017 | | |

# 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: Monday, February 06, 2017 Agenda Item: 58366

Summary of request/proposal:
Budget & Management (1100): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Clerk II | 0033 | 113 | 24,960.00 | 0.00 | (24,960.00) |
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| | | | | 24,960.00 | 0.00 | (24,960.00) |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1100-415-14-115-001-0- | 113 | DBM-BUDGET DIV- | REG F/T EMPLOYEES | ($22,560.00) |
| 7-1100-415-14-115-001-0- | 211 | DBM-BUDGET DIV- | HEALTH INSURANCE | ($5,694.23) |
| 7-1100-415-14-115-001-0- | 212 | DBM-BUDGET DIV- | LIFE INSURANCE | ($39.37) |
| 7-1100-415-14-115-001-0- | 220 | DBM-BUDGET DIV- | FICA | ($1,725.84) |
| 7-1100-415-14-115-001-0- | 230 | DBM-BUDGET DIV- | RETIREMENT | ($2,587.63) |
| 7-1100-415-14-115-001-0- | 250 | DBM-BUDGET DIV- | UNEMPLOYMENT COMP | ($135.36) |
| 7-1100-415-14-115-001-0- | 260 | DBM-BUDGET DIV- | WORKER'S COMP | ($24.82) |
| | | | | |
| | | | 2017 Budgetary Impact | ($32,767.25) |

2018 Budgetary Impact ($36,253.13)

Possible Funding Sources: Cost Savings

Comments:

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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: Monday, February 06, 2017 Agenda Item: 58366

Summary of request/proposal:
Facilities Management (1100): Approval of the following personnel actions, effective 02/06/17:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Custodian II | 0046 | 113 | 24,960.00 | 0.00 | (24,960.00) |
| 1100 | Special Projects Coordinator | 0119 | 113 | 0.00 | 42,521.00 | 42,521.00 |
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| | | | | 24,960.00 | 42,521.00 | 17,561.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1100-419-40-220-001-0- | 113 | FACILITIES MGMT- | REG F/T EMPLOYEES | $15,872.44 |
| 7-1100-419-40-220-001-0- | 211 | FACILITIES MGMT- | HEALTH INSURANCE | $0.00 |
| 7-1100-419-40-220-001-0- | 212 | FACILITIES MGMT- | LIFE INSURANCE | $0.00 |
| 7-1100-419-40-220-001-0- | 220 | FACILITIES MGMT- | FICA | $1,214.24 |
| 7-1100-419-40-220-001-0- | 230 | FACILITIES MGMT- | RETIREMENT | $1,820.57 |
| 7-1100-419-40-220-001-0- | 250 | FACILITIES MGMT- | UNEMPLOYMENT COMP | $95.23 |
| 7-1100-419-40-220-001-0- | 260 | FACILITIES MGMT- | WORKER'S COMP | $17.46 |
| | | | | |
| | | | 2017 Budgetary Impact | $19,019.94 |

2018 Budgetary Impact $21,043.36

Possible Funding Sources: Interdepartmental Transfer.

Comments:

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| |

Hidalgo Co. Budget Office
2/3/2005

**DATE:** February 6, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**2017**
**Transfer**
**AI-58366**

**DEPARTMENT NAME:** Department of Budget & Management for Facilities Mgmt

**ACCOUNT NUMBER:** 7-1100-41X-XX-XXX-001-0-XXX

**CONTACT PERSON:** Debbie Tamez, Budget Analyst

**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** | | | | |
| 7-1100-415-14-115-001-0- | 113 | DBM-Budget Div- | Reg F/T Employees | (15,872.44) |
| 7-1100-415-14-115-001-0- | 220 | DBM-Budget Div- | FICA | (1,214.24) |
| 7-1100-415-14-115-001-0- | 230 | DBM-Budget Div- | Retirement | (1,820.57) |
| 7-1100-415-14-115-001-0- | 250 | DBM-Budget Div- | Unemployment Comp | (95.23) |
| 7-1100-415-14-115-001-0- | 260 | DBM-Budget Div- | Workers Comp | (17.46) |
| | | | | |
| | | | | |
| **TO** | | | | |
| 7-1100-419-40-220-001-0- | 113 | Facilities Mgmt- | Reg F/T Employees | 15,872.44 |
| 7-1100-419-40-220-001-0- | 220 | Facilities Mgmt- | FICA | 1,214.24 |
| 7-1100-419-40-220-001-0- | 230 | Facilities Mgmt- | Retirement | 1,820.57 |
| 7-1100-419-40-220-001-0- | 250 | Facilities Mgmt- | Unemployment Comp | 95.23 |
| 7-1100-419-40-220-001-0- | 260 | Facilities Mgmt- | Workers Comp | 17.46 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:** **Transfer to fund personnel actions; AI-58366 CC Regular 02/06/17.**

**DEPARTMENT HEAD SIGNATURE**

**COMMISSIONERS COURT**

**DATE**

**ATTEST, COUNTY CLERK**

**AI-58380** **Human Resources** **10. D.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Raul Silguero, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

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## Information

**CAPTION**

Domestic Violence Court Grant (1289) / CCL #1 (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 positions, effective next full pay period:

| Dept./ Program | Slot# | Position Title | Proposed Allowance Amount |
|---|---|---|---|
| 021-001 | 0003 | Court Coordinator | $3,000.00 |
| 021-001 | 0005 | Assistant Court Coordinator | $12,000.00 |

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

**BACKGROUND**

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## Fiscal Impact

**FISCAL YEAR:** 2017 **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 allowances 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 (Fund 1289) via journal entries . Grant Period: 09/01/16 -08/31/17

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## Attachments

fiscal note

pars

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 03:48 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Diana Munoz | | Started On: 02/02/2017 03:32 PM |
| Final Approval Date: 02/02/2017 | | |

# 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:** **Monday, February 06, 2017** **Agenda Item:** **58380**

**Summary of request/proposal:**
**CCL #1 (1100): Approval of the following personnel actions, effective 02/06/17:**

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Court Coordinator | 0003 | 117 | 0.00 | 2,320.00 | 2,320.00 |
| 1100 | Assistant Court Coordinator | 0005 | 117 | 0.00 | 9,250.00 | 9,250.00 |
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| | | | | 0.00 | 11,570.00 | 11,570.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1100-412-00-021-001-0- | 117 | CCL #1- | SUPPLEMENTAL PAY | $6,586.00 |
| 7-1100-412-00-021-001-0- | 211 | CCL #1- | HEALTH INSURANCE | $0.00 |
| 7-1100-412-00-021-001-0- | 212 | CCL #1- | LIFE INSURANCE | $0.00 |
| 7-1100-412-00-021-001-0- | 220 | CCL #1- | FICA | $503.83 |
| 7-1100-412-00-021-001-0- | 230 | CCL #1- | RETIREMENT | $755.41 |
| 7-1100-412-00-021-001-0- | 250 | CCL #1- | UNEMPLOYMENT COMP | $39.52 |
| 7-1100-412-00-021-001-0- | 260 | CCL #1- | WORKER'S COMP | $7.24 |
| | | | | |
| | | | 2017 Budgetary Impact (02/06/17-08/31/17): | $7,892.00 |

**Possible Funding Sources:** **Funds have been appropriated (AI-56995, CC Regular 10/25/16). Expenditues are on a reimbursement basis and will be paid out from the general fund and reclassified to the grant fund.**

**Comments:**

| |
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# COUNTY OF HIDALGO
## Human Resources Department

RECEIVED
FEB – 3 2016
HUMAN RESOURCES

## PERSONNEL ADJUSTMENT REQUEST FORM
## (ALLOWANCES)

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

DT

| | | | |
|---|---|---|---|
| **DATE:** | 02/03/2017 | **CURRENT POSITION TITLE:** | ~~Court Administrator/Interpreter~~ Assistant Court Coordinator |
| **DEPARTMENT NAME:** | CCL #1 | **CURRENT SLOT NO.:** | 0005 |
| **DEPARTMENT NO.:** | 021-001 | **REQUESTED POSITION TITLE:** | |

**ALLOWANCE REQUEST:** *Type of Allowance*

- ☐ Longevity
- ☑ Supplemental
- ☐ Interpreter
- ☐ Auto
- ☐ Clothing

| **Allowance Amount:** | $ 0.00 | $ 9,250.00 | $ 9,250.00 |
|---|---|---|---|
| | Current Budgeted Amount | Proposed Budgeted Amount | Net Change |

**TOTAL BUDGETARY IMPACT:** $ 9,250.00

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

- ☐ Current Department Budget
- ☐ Salary Adjustment
- ☐ Annual Budget Cycle
- ☑ Other Domestic Violence Court Grant
- ☐ Will Require Additional Funds

**POSITION TYPE:**

- ☑ 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:**

- ☑ Exempt
- ☐ Non-Exempt

**FLSA:**

- ☐ Exempt
- ☑ Non- Exempt

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

The Domestic Violence Court Grant allocates funding for personnel costs associated with an Assistant Court Coordinator position that will handle court related duties.

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

| | |
|---|---|
| Department Head | Date 2/03/2017 |
| Department of Human Resources | Date 2/3/2017 |
| Department of Budget & Management | Date |


RECEIVED
FEB - 8 2016
HUMAN RESOURCES

# COUNTY OF HIDALGO
## Human Resources Department

RECEIVED
FEB – 3 2016
HUMAN RESOURCES

## PERSONNEL ADJUSTMENT REQUEST FORM
## (ALLOWANCES)

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

| | | | |
|---|---|---|---|
| **DATE:** | 02/03/2017 | **CURRENT POSITION TITLE:** | Court Coordinator |
| **DEPARTMENT NAME:** | CCL #1 | **CURRENT SLOT NO.:** | 0003 |
| **DEPARTMENT NO.:** | 021-001 | **REQUESTED POSITION TITLE:** | |

**ALLOWANCE REQUEST:** *Type of Allowance*

- ☐ Longevity
- ☐ Interpreter
- ☐ Clothing
- ☑ Supplemental
- ☐ Auto

| **Allowance Amount:** | $ 0.00 | $ 2,320.00 | $ 2,320.00 |
|---|---|---|---|
| | Current Budgeted Amount | Proposed Budgeted Amount | Net Change |

**TOTAL BUDGETARY IMPACT:** $ 2,320.00

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

- ☐ Current Department Budget
- ☐ Annual Budget Cycle
- ☐ Will Require Additional Funds
- ☐ Salary Adjustment
- ☑ Other Domestic Violence Court Grant

**POSITION TYPE:**

- ☑ Full Time Regular Object Code 113
- ☐ Part Time Regular Object Code 114
- ☐ Full Time Temporary Object Code 121
- ☐ Part Time Temporary Object Code 122

**CIVIL SERVICE:**

- ☑ Exempt
- ☐ Non-Exempt

**FLSA:**

- ☐ Exempt
- ☑ Non- Exempt

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

The Domestic Violence Court Grant allocates funding for personnel costs associated with a Court Coordinator position that will handle court related duties.

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

| | |
|---|---|
| Department Head | Date |
| Department of Human Resources | Date 2/03/2017 |
| Department of Budget & Management | Date 2/3/2017 |

**AI-58251** **Human Resources** **10. E.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Raul Silguero, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

## Information

**CAPTION**

CCL#2 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments.
2. Discussion, consideration, and approval to create one (1) Temporary Full Time Clerk I position, Slot T006, Dept./Prog. No. 022-001 at $12.00 per hour/$5,760.00 proposed budgeted salary, not to exceed 06/16/17, effective 02/27/17.
3. Approval of intradepartmental transfer.
4. Approval to revise salary schedule in accordance with Commissioners Court action.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-412-00-022-001-0-XXX

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

**BUDGETARY IMPACT:**

Funds available from lapsed salaries from an employee scheduled to be out on leave; see salary analysis.

## Attachments

PAR FORM
JOB DESCRIPTION
Fiscal Note
Salary Analysis
transfer
PAR

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 03:41 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Diana Munoz | | Started On: 01/26/2017 04:15 PM |
| Final Approval Date: 02/02/2017 | | |

# COUNTY OF HIDALGO
## Human Resources Department

RECEIVED
JAN 26 2017
HUMAN RESOURCES

## PERSONNEL ADJUSTMENT REQUEST FORM

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

**DATE:** 01/26/2017
**DEPARTMENT NAME:** CCL #2
**DEPARTMENT NO.:** 022-001
**CURRENT POSITION TITLE:**
**CURRENT SLOT NO.:**
**REQUESTED POSITION TITLE:** Clerk I (Temp) TOOL

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

**SALARY REQUEST:**

| $ 0.00 | $ 5,760.00 | $ 5,760.00 |
|---|---|---|
| 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:**

| 02/27/2017 | 06/16/2017 | Mon-Fri 8AM - 5 PM | 40 | 12 Weeks |
|---|---|---|---|---|
| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |

Annual Salary $ 5,760.00 Hourly Rate $ 12.00
Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** ***(Explain why position or adjustment request is essential)***

The Assistant Court Coordinator will be out on maternity leave from 3/16/17 - 6/16/17. A temporary Clerk position is needed to assist with answering phones, data entry, and to assist staff members with office duties in her absence.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head — Date: 01/26/2017

Department of Human Resources — Date: 1/27/2017

Department of Budget & Management — Date

HR Form: 032

ORIGINAL

6/20/2016

# HIDALGO COUNTY

## CLERK I

### GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

### Certificates, Licenses, Registrations

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

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

### Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## 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: Monday, February 06, 2017 Agenda Item: 58251

Summary of request/proposal:
CCL #2 (1100): Approval of the following personnel actions, effective next full pay period:

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Clerk I | T006 | 121 | 0.00 | 5,760.00 | 5,760.00 |
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| | | | | | | |
| | | | | 0.00 | 5,760.00 | 5,760.00 |

Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1100-412-00-022-001-0- | 121 | CCL #2 | TEMP F/T EMPLOYEES | $5,760.00 |
| 7-1100-412-00-022-001-0- | 211 | CCL #2 | HEALTH INSURANCE | $1,575.00 |
| 7-1100-412-00-022-001-0- | 212 | CCL #2 | LIFE INSURANCE | $10.89 |
| 7-1100-412-00-022-001-0- | 220 | CCL #2 | FICA | $440.64 |
| 7-1100-412-00-022-001-0- | 230 | CCL #2 | RETIREMENT | $0.00 |
| 7-1100-412-00-022-001-0- | 250 | CCL #2 | UNEMPLOYMENT COMP | $34.56 |
| 7-1100-412-00-022-001-0- | 260 | CCL #2 | WORKER'S COMP | $12.10 |
| | | | | |
| | | | 2017 Budgetary Impact | $7,833.19 |

Possible Funding Sources: Funding will be covered by lapsed salaries from employee scheduled to be out on leave; see salary analysis.

Comments:

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Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY

Department Of Budget & Management

## CCL#2 - Assistant Court Coordinator (Scheduled to be out on Leave)

Lapsed Salaries Analysis Worksheet

**Acct No:** **7-1100-412-00-022-001-0-XXX**

**ACTUAL**

| Object Code | Acct. Description | Payroll Amount per Pay Period | Pay Periods - Empl. On Leave (03/16/17 - 06/16/17) | Lapsed Salaries |
|---|---|---|---|---|
| 113 | Regular Full-Time | $1,929.58 | 6.7 | 12,928.19 |
| 115 | Longevity | $32.50 | 6.0 | 195.00 |
| 211 | Health | $262.50 | 6.0 | 1,575.00 |
| 212 | Life | $3.63 | 4.0 | 14.52 |
| 220 | FICA | $147.61 | 6.7 | 989.01 |
| 230 | Retirement | $221.32 | 6.7 | 1,482.86 |
| 250 | Unemployment | $11.58 | 6.7 | 77.57 |
| 260 | Workers Comp | $4.05 | 6.7 | 27.15 |
| **TOTAL** | | **$2,612.78** | **-** | **$17,289.29** |

*Calculations based on **actual** expenditures.

**Please note:**
Longevity pay & Health Ins = 24 pay periods (twice a month)
Life Ins = 12 pay periods (once a month)
All others = 26 pay periods

**DATE:** January 10, 2016

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for CCL #2

**ACCOUNT NUMBER:** 7-1100-412-00-022-001-0-XXX

**2017**
**Transfer**

**AI-58251**

**Contact Person:** Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

**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** |
|---|---|---|---|---|
| 113 | Reg F/T Employees | 121 | Temp F/T Employees | 5,760.00 |
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| | | | TOTAL | $ 5,760.00 |

**REASON**:
Transfer needed to fund the personnel action in AI-58251, CC Regular 02/06/17.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

# COUNTY OF HIDALGO
## Human Resources Department

RECEIVED JAN 26 2017 HUMAN RESOURCES

## PERSONNEL ADJUSTMENT REQUEST FORM

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

| | | | |
|---|---|---|---|
| **DATE:** | 01/26/2017 | **CURRENT POSITION TITLE:** | |
| **DEPARTMENT NAME:** | CCL #2 | **CURRENT SLOT NO.:** | |
| **DEPARTMENT NO.:** | 022-001 | **REQUESTED POSITION TITLE:** | Clerk I (Temp) Toole |

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

**SALARY REQUEST:**

| $ 0.00 | $ 5,760.00 | $ 5,760.00 |
|---|---|---|
| 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:**

| 02/27/2017 | 06/16/2017 | Mon-Fri 8AM - 5 PM | 40 | 12 Weeks |
|---|---|---|---|---|
| Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position |

Annual Salary $ 5,760.00 Hourly Rate $ 12.00

Annual Salary / 2080 hrs per year = Hourly Rate

**JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT:** ***(Explain why position or adjustment request is essential)***

The Assistant Court Coordinator will be out on maternity leave from 3/16/17 - 6/16/17. A temporary Clerk position is needed to assist with answering phones, data entry, and to assist staff members with office duties in her absence.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

| | |
|---|---|
| Department Head | Date 01/26/2017 |
| Department of Human Resources | Date 1/27/2017 |
| Department of Budget & Management | Date 2/6/2017 |

*HR Form: 032* *6/20/2016*

ORIGINAL

**AI-58234** **Human Resources** **10. F.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Raul Silguero, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

## Information

**CAPTION**

Health & Human Services - CPS/Hazards (PHEP) Grant (1293):
1. Discussion, consideration, and approval of the following personnel actions, effective 3/01/2017:

| Action | Dept./ Program | Slot# | Position Title | Proposed Budgeted Salary |
|---|---|---|---|---|
| Create | 340-013 | 0020 | Assistant Epidemiologist | $31,255.00 |
| Create | 340-013 | 0021 | Assistant Epidemiologist | $31,255.00 |

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

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2016 **ACCT. #:** 7-1293-441-10-340-013-6-XXX

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

**BUDGETARY IMPACT:**

Funds available; lapsed salaries.

## Attachments

PAR FORMS
JOB DESCRIPTION
Fiscal Note
SALARY
par

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 03:40 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Diana Munoz Started On: 01/26/2017 10:04 AM
Final Approval Date: 02/02/2017

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 18 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-013) DATE: 1/18/2017

CPS Hazards (PHEP)

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: **Assistant Epidemiologist** NEW SLOT # 013-0020

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

**POSITION SALARY REQUEST:**

| Salary Amount: | 0.00 | $ 31,255.00 | $ 31,255.00 |
|---|---|---|---|
| | Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other CPS/HAZARDS Program, Fund 1293, Program 013. Effective March 1, 2017

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee 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 | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Position will participate as a member of the Public Health Emergency Preparedness Response Team and will various tasks pertaining to surveillance and epidemiological activities.

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

See 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 | 01/18/2017 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 1/27/2017 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 18 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-013) DATE: 1/18/2017

CURRENT POSITION TITLE: CPS Hazards (PHEP) CURRENT SLOT# :

REQUESTED POSITION TITLE: **Assistant Epidemiologist** NEW SLOT # 013-0021

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other

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

**POSITION SALARY REQUEST:**

| Salary Amount: | 0.00 | $ 31,255.00 | $ 31,255.00 |
|---|---|---|---|
| | Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other CPS/HAZARDS Program, Fund 1293, Program 013. Effective March 1, 2017.

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee 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 | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Position will participate as a member of the Public Health Emergency Preparedness Response Team and will various tasks pertaining to surveillance and epidemiological activities.

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

See 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 | 01/18/2017 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO |
| 2. | HUMAN RESOURCES DIRECTOR | 1/27/17 Date | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date | BUDGET PROCEDURES COMPLETED | [ ] YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | |

# HIDALGO COUNTY HEALTH & HUMAN SERVICES

## ASSISTANT EPIDEMIOLOGIST

### GENERAL DESCRIPTION

Performs moderately complex (entry-level) epidemiological work under the supervision of the Epidemiologist, conducts communicable disease surveillance, and participates in outbreak investigations. This position will assist the Epidemiologists in daily operations of communicable disease surveillance. This position assists with office functions, performs data entry and serves as a public health resource. May perform surveillance and epidemiological activities during other major outbreaks and/or disasters. Conducts presentations on communicable diseases for various community stakeholders. Creates surveillance and case investigation forms, fact sheets, and brochures regarding notifiable conditions. Participates as a member of the Public Health Emergency Preparedness Response Team; shall respond to all bioterrorism events or large disease outbreaks and other Public Health emergencies anywhere in the state. "On-call" availability required.

### EXAMPLES OF WORK PERFORMED

Conduct public health epidemiological investigations

Collects epidemiological data for the surveillance of specific diseases and conditions

Assists in arranging for the cooperative use of epidemiological data with other agencies, other states, and national organizations, such as the U.S. Centers for Disease Control

Works with other health personnel in the control of public health problems

Assists in developing effective relationships and networks of communication to promote teamwork and collaboration in implementing infectious disease response activities

Participates as a member of the Public Health Emergency Preparedness Response Team and may respond to a bioterrorism event or disease outbreak

Assists Epidemiologists in conferring with local health agencies, private physicians, individuals, and/or community action groups regarding the treatment, control, or prevention of infectious diseases and other illnesses and/or injuries

Assists Epidemiologists in working on and completing project-based tasks, such as data analyses, reports and other analytic tasks

Collect specimens, maintain inventory of specimen collection kits and related supplies

Educating partners about proper specimen collection and storage techniques and all aspects of shipment of specimens to State or other laboratories when indicated

Responsible for data entry and inventory management systems

Assists with creating fact sheets, brochures, and educational literature regarding infectious diseases

Provides administrative support as required to support the project team; this may include assisting and coordination of travel, presentations, meetings, and conferences

Perform all other duties as assigned

**GENERAL QUALIFICATION GUIDELINES**

**Experience and Education**

Bachelor's Degree in Science, Health, Statistics, or related fields preferred

Candidates who have completed an Associate's Degree with experience in research, public health, or clinical/lab will also be considered

Experience in clinical lab interpretation desired, but not required

0-2 years of experience in infectious disease, public health, data entry or related work is preferred

**Certificates, Licenses, & Registration**

Registered Medical Assistant (RMA) applicants encouraged to apply.

ICS: 100, 200, 300, and 400 certifications, not required during interview, but must be completed within one year of employment

Employee must have a current valid Texas Motor Vehicle Operator's License;

Must be able to be insured by County Insurance carrier.

**Knowledge, Skills, and Abilities**

Ability to maintain confidentiality and knowledge of HIPAA requirement

Moderate knowledge of medical terminology and Texas public health laws

Knowledge of computer software (i.e. Microsoft Office, Adobe Acrobat)

Skill in problem solving

Skill in communicating effectively orally and in writing

Must possess strong communication and presentation skills

Bilingual English/Spanish preferred

Skill in preparing technical reports in a clear and concise manner

Ability to maintain effective working relationships with managers, co-workers, the public and professional groups

Ability to organize and prioritize workload and meet deadlines

Ability to work on multiple tasks at the same time

May be required to work other than normal hours including weekends and holidays.

Must provide your own dependable transportation (automobile)

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



# HIDALGO COUNTY
## 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:** **Monday, February 06, 2017** **Agenda Item:** **58234**

**Summary of request/proposal:**
**Health Dept. - CPS/Hazards (PHEP) Grant (1293): Approval of the following personnel actions:**

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1293 | Assistant Epidemiologist | 0020 | 113 | 0.00 | 31,255.00 | 31,255.00 |
| 1293 | Assistant Epidemiologist | 0021 | 113 | 0.00 | 31,255.00 | 31,255.00 |
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| | | | | 0.00 | 62,510.00 | 62,510.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1293-441-10-340-013-6- | 113 | CPS/HAZARDS- | REG F/T EMPLOYEES | $21,157.23 |
| 7-1293-441-10-340-013-6- | 211 | CPS/HAZARDS- | HEALTH INSURANCE | $4,264.62 |
| 7-1293-441-10-340-013-6- | 212 | CPS/HAZARDS- | LIFE INSURANCE | $29.49 |
| 7-1293-441-10-340-013-6- | 220 | CPS/HAZARDS- | FICA | $1,618.53 |
| 7-1293-441-10-340-013-6- | 230 | CPS/HAZARDS- | RETIREMENT | $2,426.73 |
| 7-1293-441-10-340-013-6- | 250 | CPS/HAZARDS- | UNEMPLOYMENT COMP | $126.94 |
| 7-1293-441-10-340-013-6- | 260 | CPS/HAZARDS- | WORKER'S COMP | $198.88 |
| | | | | |
| | | | 03/01/17 - 06/30/17 Budgetary Impact | $29,822.42 |

**Possible Funding Sources:** **Lapsed Salaries**

**Comments:**

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Hidalgo Co. Budget Office
2/3/2005

# HEALTH - CPS/HAZARDS (PHEP) GRANT

## Salary Analysis Worksheet

as of 02/03/17

**Acct No: 7-1293-441-10-340-013-6 CPS/HAZARDS (PHEP) GRANT**

BUDGETED

| Object Code | Acct. Description | 2017 Total Budgeted Salary | Payroll Amount per Pay Period | PP Remaining | Remaining Estimated Salaries per Year | Available Balance | Availability |
|---|---|---|---|---|---|---|---|
| 113 | Regular Full-Time | $395,312.00 | $15,204.31 | 8.8 | $133,797.91 | $208,971.55 | $75,173.64 |
| 211 | Health | $56,700.00 | $2,362.50 | 8.0 | $18,900.00 | $34,039.22 | $15,139.22 |
| 212 | Life | $338.04 | $28.17 | 4.0 | $112.68 | $253.14 | $140.46 |
| 220 | FICA | $30,562.67 | $1,175.49 | 8.8 | $10,344.29 | $19,467.73 | $9,123.44 |
| 230 | Retirement | $45,824.03 | $1,762.46 | 8.8 | $15,509.67 | $27,802.29 | $12,292.62 |
| 250 | Unemployment | $2,397.07 | $92.20 | 8.8 | $811.32 | $3,650.21 | $2,838.89 |
| 260 | Workers Comp | $3,757.00 | $144.50 | 8.8 | $1,271.60 | $2,713.19 | $1,441.59 |
| **TOTAL** | | **$534,890.81** | **$20,769.62** | **-** | **$180,747.46** | **$296,897.33** | **$116,149.87** |

ACTUAL

| Object Code | Acct. Description | Payroll Amount per Pay Period | PP Remaining | Remaining Estimated Salaries per Year | Available Balance | Availability |
|---|---|---|---|---|---|---|
| 113 | Regular Full-Time | $13,555.87 | 8.8 | $119,291.66 | $208,971.55 | $89,679.89 |
| 211 | Health | $1,819.81 | 8.0 | $14,558.48 | $34,039.22 | $19,480.74 |
| 212 | Life | $28.79 | 4.0 | $115.16 | $253.14 | $137.98 |
| 220 | FICA | $1,009.89 | 8.8 | $8,887.03 | $19,467.73 | $10,580.70 |
| 230 | Retirement | $1,554.36 | 8.8 | $13,678.37 | $27,802.29 | $14,123.92 |
| 250 | Unemployment | $59.64 | 8.8 | $524.83 | $3,650.21 | $3,125.38 |
| 260 | Workers Comp | $127.43 | 8.8 | $1,121.38 | $2,713.19 | $1,591.81 |
| **TOTAL** | | **$18,155.79** | **-** | **$158,176.91** | **$296,897.33** | **$138,720.42** |

*Expenditures based on **actual** not budgeted.

Please note:

Longevity pay & Health Ins = 24 pay periods (twice a month)
Life Ins = 12 pay periods (once a month)
All others = 26 pay periods

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 18 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-013) DATE: 1/18/2017

CPS Hazards (PHEP)

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: **Assistant Epidemiologist** NEW SLOT # 013-0020

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

**POSITION SALARY REQUEST:**

| | | | | | |
|---|---|---|---|---|---|
| Salary Amount: | 0.00 | $ | 31,255.00 | $ | 31,255.00 |
| | Current G&S/ Budgeted Salary | | Proposed G&S/ Budgeted Salary | | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other CPS/HAZARDS Program, Fund 1293, Program 013. Effective March 1, 2017

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee 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 | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Position will participate as a member of the Public Health Emergency Preparedness Response Team and will various tasks pertaining to surveillance and epidemiological activities.

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

See 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 | | 01/18/2017 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO |
| 2. HUMAN RESOURCES DIRECTOR | | 1/27/2017 Date | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | | 2/6/17 Date | BUDGET PROCEDURES COMPLETED | [ ] YES | [ ] NO |
| 4. COMMISSIONERS' COURT APPROVAL | | Date | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 18 2017
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-013) DATE: 1/18/2017

CURRENT POSITION TITLE: CPS Hazards (PHEP) CURRENT SLOT# :

REQUESTED POSITION TITLE: **Assistant Epidemiologist** NEW SLOT # 013-0021

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

**POSITION SALARY REQUEST:**

| Salary Amount: | 0.00 | $ 31,255.00 | $ 31,255.00 |
|---|---|---|---|
| | Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other CPS/HAZARDS Program, Fund 1293, Program 013. Effective March 1, 2017.

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee 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 | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

Position will participate as a member of the Public Health Emergency Preparedness Response Team and will various tasks pertaining to surveillance and epidemiological activities.

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

See 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 | 01/18/2017 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. HUMAN RESOURCES DIRECTOR | 1/27/17 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | 2/6/17 Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| 4. COMMISSIONERS' COURT APPROVAL | Date | | | | | |

**AI-58233** **Human Resources** **10. G.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Raul Silguero, HUMAN RESOURCES

**Submitted By:** Diana Munoz, HUMAN RESOURCES

**Department:** HUMAN RESOURCES

## Information

**CAPTION**

WIC Lactation Services (1292):
1. Discussion consideration and approval to delete one Full-time International Board Certified Lactation Consultant, Slot# 0001, Account no. 350-013-7,at $47,380.00 budgeted salary; effective 2/06/2017.
2. Approval to revise salary schedule in accordance with Commissioners' Court action.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1292-441-00-350-013-7-XXX

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

**BUDGETARY IMPACT:**

Cost Savings

## Attachments

PAR FORM
Fiscal Note
PAR

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 03:40 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Diana Munoz | | Started On: 01/26/2017 09:59 AM |
| Final Approval Date: 02/02/2017 | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 20 2017
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** WIC(350-013) Lactation Services **DATE:** 1-24-17

**CURRENT POSITION TITLE:** INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTAN **CURRENT SLOT. #:** 013-001

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 47,380.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ -47,380.00 (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)

POSITION HAS BEEN VACANT FOR THREE MONTHS

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

sdfsdfsdf

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

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | DATE 1-3-17 | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | sdfgsdfg HUMAN RESOURCES DIRECTOR | DATE 1/27/2017 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | 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:** **Monday, February 06, 2017** **Agenda Item:** **58233**

**Summary of request/proposal:**
**WIC Lactation Services (1292): Approval of the following personnel actions, effective 02/06/17:**

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1292 | International Board Certified Lactation Consultant | 0001 | 113 | 47,380.00 | 0.00 | (47,380.00) |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 47,380.00 | 0.00 | (47,380.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1292-441-00-350-013-7- | 113 | LACTATION SERVICES | REG F/T EMPLOYEES | ($42,824.23) |
| 7-1292-441-00-350-013-7- | 211 | LACTATION SERVICES | HEALTH INSURANCE | ($5,694.23) |
| 7-1292-441-00-350-013-7- | 212 | LACTATION SERVICES | LIFE INSURANCE | ($33.95) |
| 7-1292-441-00-350-013-7- | 220 | LACTATION SERVICES | FICA | ($3,276.05) |
| 7-1292-441-00-350-013-7- | 230 | LACTATION SERVICES | RETIREMENT | ($4,911.94) |
| 7-1292-441-00-350-013-7- | 250 | LACTATION SERVICES | UNEMPLOYMENT COMP | ($256.95) |
| 7-1292-441-00-350-013-7- | 260 | LACTATION SERVICES | WORKER'S COMP | ($402.55) |
| | | | | |
| | | | 2017 Budgetary Impact | ($57,399.90) |

**Possible Funding Sources:** **Cost Savings**

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 20 2017
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** WIC(350-013) Lactation Services **DATE:** 1-24-17

**CURRENT POSITION TITLE:** INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTAN **CURRENT SLOT. #:** 013-001

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 47,380.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ -47,380.00 Dm. (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)

POSITION HAS BEEN VACANT FOR THREE MONTHS

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

sdfsdfsdf

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

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 1-3-17 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | sdfgsdfg HUMAN RESOURCES DIRECTOR | 1/27/2017 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 2/4/2017 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

**AI-58235** **HIDTA - Task Force** **11. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

**CAPTION**

Discussion, consideration and approval to submit the four (4) part SF424 Application Form related to the ONDCP High Intensity Drug Trafficking Areas Program (HIDTA) with authority for County Judge to sign required documentation. Application includes the following:

1. SF 424 General Application
2. SF 424A Budget Information Non Construction Programs
3. SF 424B Assurances Non-Construction Programs
4. SF 424 Lobbying Form

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2016 **ACCT. #:** 6-1291-412-00-270-003-6-XXX

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

**BUDGETARY IMPACT:**

Application only.

## Attachments

1. ST 424 General Application
2. SF 424A Budget Information
3. SF 424B Assurances
4. Budget Detail - South Texas

FORM

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:59 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Nelda Olivarez | | Started On: 01/26/2017 10:19 AM |
| Final Approval Date: 02/02/2017 | | |

OMB Number: 4040-0004
Expiration Date: 10/31/2019

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: Hidalgo County DA HIDTA Task Force

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000717

* c. Organizational DUNS: 1031008340000

**d. Address:**

* Street1: 3100 S. Business 281 Foxtrot Building

Street2:

* City: Edinburg, TX 78539

County/Parish:

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 78539

**e. Organizational Unit:**

Department Name: Hidalgo County

Division Name: Criminal District Attorney's

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr.

* First Name: Ramon

Middle Name:

* Last Name: Garica

Suffix:

Title: County Judge

Organizational Affiliation: Hidalgo Couny District Attorney's Office HIDTA Task Force

* Telephone Number: 956 381-0444

Fax Number: 956 381-8722

* Email: jsifuentes2@hidtataskforce.us

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

**11. Catalog of Federal Domestic Assistance Number:**

95.001

CFDA Title:

High Intensity Drug Trafficking Areas Program

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

TX Hidalgo County Map.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Areas Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: 15th

* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

TX US District 15 Map.pdf | Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 01/01/2016

* b. End Date: 12/31/2017

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 685,705.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 685,705.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

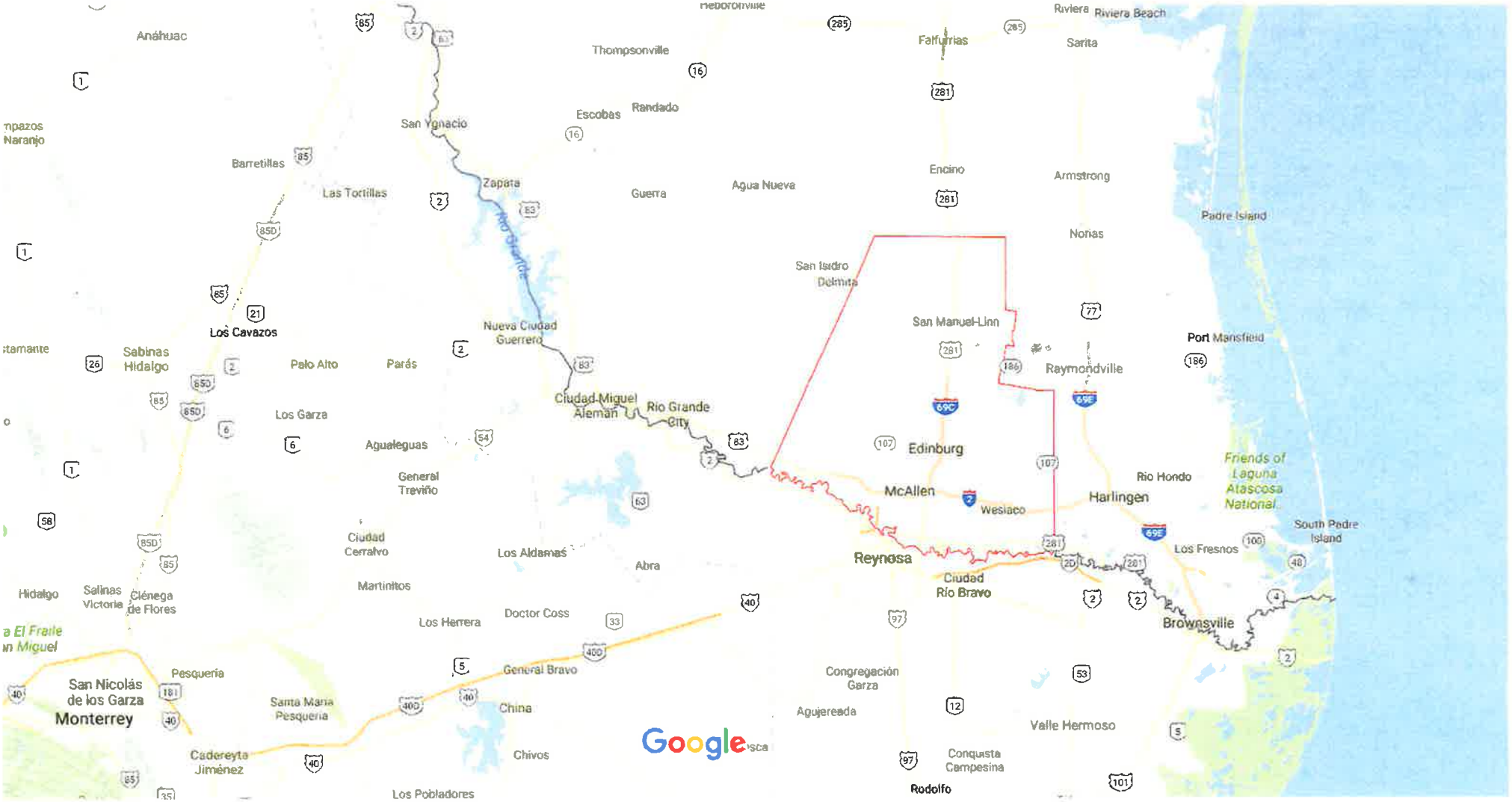
☒ ** I AGREE

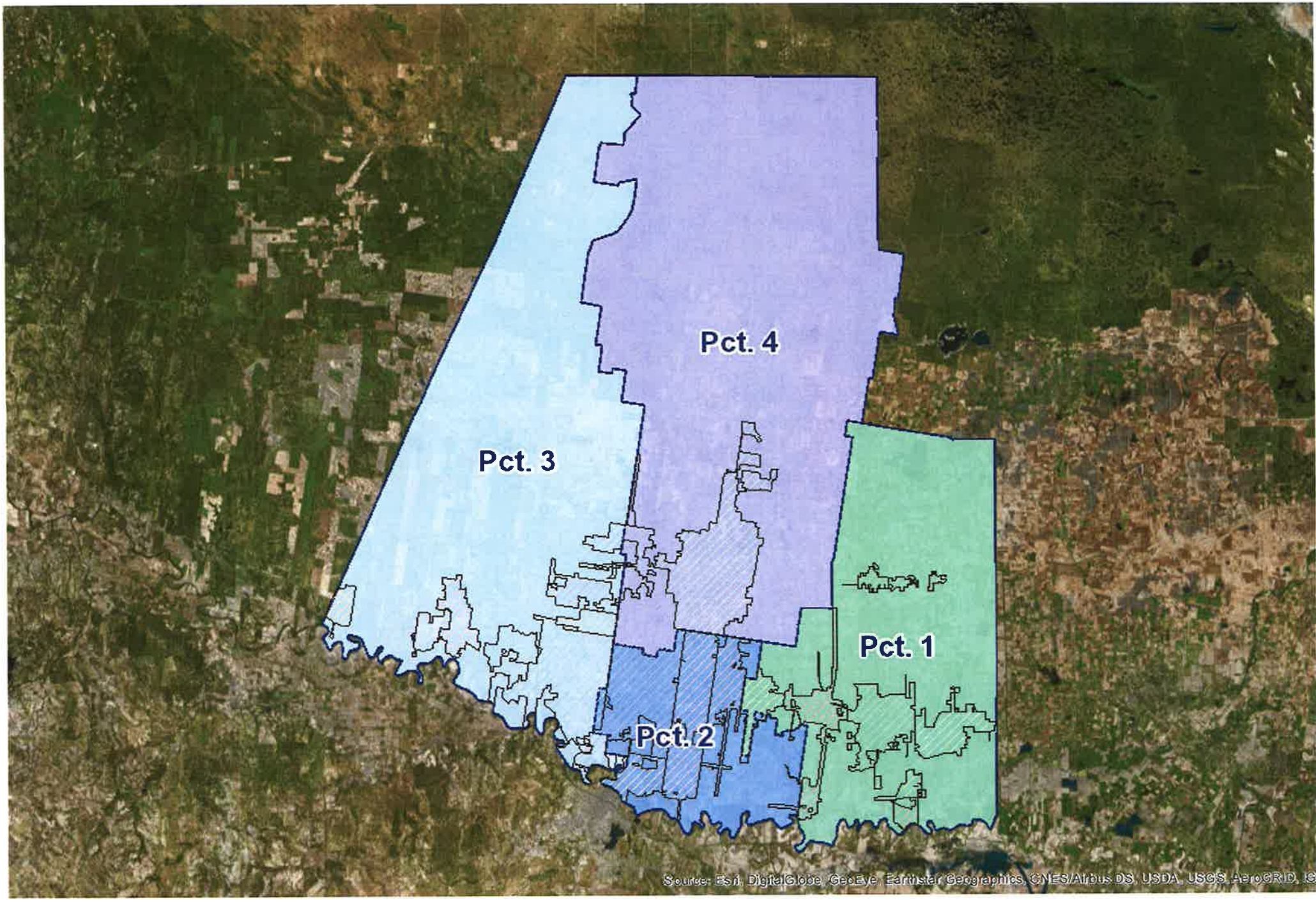
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

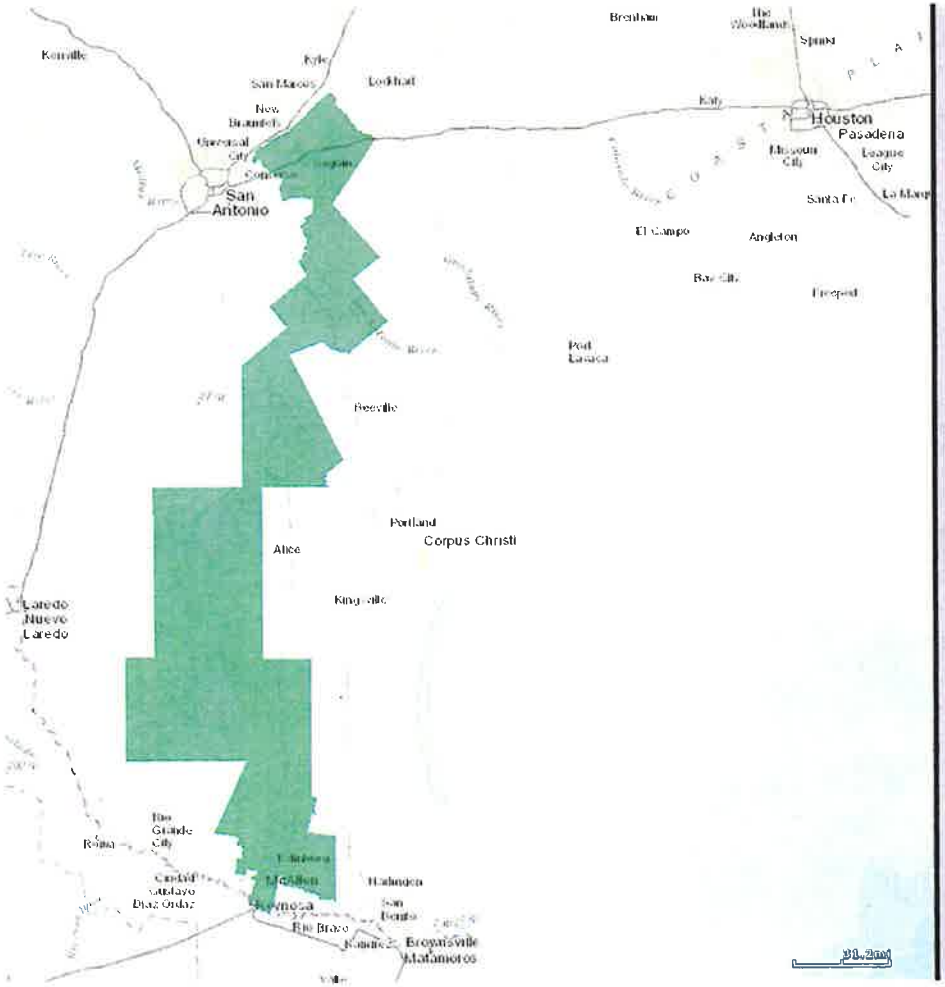
**Authorized Representative:**

| | |
|---|---|
| Prefix: | Mr. |
| * First Name: | Ramon |
| Middle Name: | |
| * Last Name: | Garcia |
| Suffix: | |
| * Title: | County Judge |
| * Telephone Number: | 956 381-0444 |
| Fax Number: | 956 381-381-8722 |
| * Email: | jsifuentes2@hidtataskforce.us |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

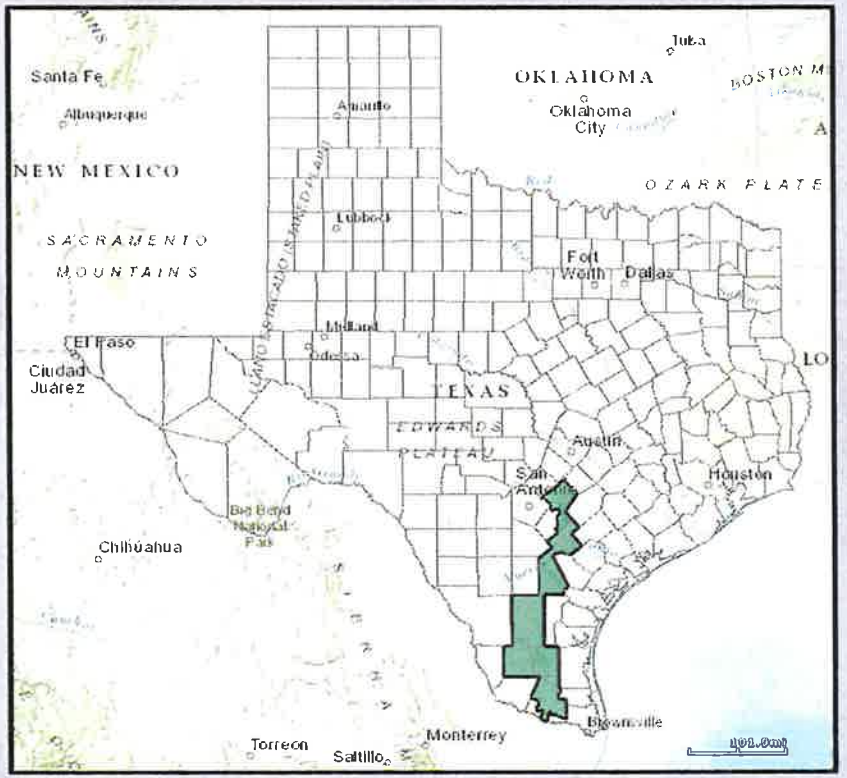
# eMaps Hidalgo County




Pct. 4
Pct. 3
Pct. 1
Pct. 2
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IG




## Texas US District 15




**US Congressional districts since 2013**
**Source: http://nationalatlas.gov, 1 Million Scale project.**

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

## SECTION A - BUDGET SUMMARY

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|---|---|---|---|---|---|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. High Intensity Drug Trafficking Areas (HIDTA) Prgoram | 95.01 | $ | $ | $ 685,705.00 | $ | $ 685,705.00 |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | $ | $ | $ 685,705.00 | $ | $ 685,705.00 |

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

## SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY (1) High Intensity Drug Trafficking Areas (HIDTA) Prgoram | (2) | (3) | (4) | Total (5) |
|---|---|---|---|---|---|
| a. Personnel | $ 529,802.00 | $ | $ | $ | $ 529,802.00 |
| b. Fringe Benefits | 155,903.00 | | | | 155,903.00 |
| c. Travel | | | | | |
| d. Equipment | | | | | |
| e. Supplies | | | | | |
| f. Contractual | | | | | |
| g. Construction | | | | | |
| h. Other | | | | | |
| i. Total Direct Charges (sum of 6a-6h) | 685,705.00 | | | | $ 685,705.00 |
| j. Indirect Charges | | | | | $ |
| k. TOTALS (sum of 6i and 6j) | $ 685,705.00 | $ | $ | $ | $ 685,705.00 |
| | | | | | |
| 7. Program Income | $ | $ | $ | $ | $ |

## SECTION C - NON-FEDERAL RESOURCES

| (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e)TOTALS |
|---|---|---|---|---|
| 8. High Intensity Drug Trafficking Areas (HIDTA) Prgoram | $ | $ | $ | $ |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. TOTAL (sum of lines 8-11) | $ | $ | $ | $ |

## SECTION D - FORECASTED CASH NEEDS

| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|---|---|---|---|---|---|
| 13. Federal | $ 685,705.00 | $ 130,189.00 | $ 154,415.00 | $ 214,634.00 | $ 186,467.00 |
| 14. Non-Federal | $ | | | | |
| 15. TOTAL (sum of lines 13 and 14) | $ 685,705.00 | $ 130,189.00 | $ 154,415.00 | $ 214,634.00 | $ 186,467.00 |

## SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

| (a) Grant Program | FUTURE FUNDING PERIODS (YEARS) (b)First | (c) Second | (d) Third | (e) Fourth |
|---|---|---|---|---|
| 16. High Intensity Drug Trafficking Areas (HIDTA) Prgoram | $ 685,705.00 | $ 685,705.00 | $ 685,705.00 | $ 685,705.00 |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. TOTAL (sum of lines 16 - 19) | $ 685,705.00 | $ 685,705.00 | $ 685,705.00 | $ 685,705.00 |

## SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

#2

OMB Number: 4040-0007
Expiration Date: 01/31/2019

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| | County Judge |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| Hidalgo County District Attorney's Office HIDTA Task Force | |

**Standard Form 424B (Rev. 7-97) Back**

# 4a. Budget Detail

## 2017 - SWB - South Texas

**All Initiatives, Award Recipients and Resource Recipients**

***Awarded Budget (as approved by ONDCP)*** ***$685,705.00***

| Personnel | Quantity | Amount | Comments |
|---|---|---|---|
| Administrative Staff | 1 | $42,000.00 | |
| Analyst - Intelligence | 1 | $35,885.00 | |
| Financial Staff | 1 | $11,000.00 | |
| Investigative - Law Enforcement Officer | 7 | $440,917.00 | |
| **Total Personnel** | **10** | **$529,802.00** | |

| Fringe | Quantity | Amount | Comments |
|---|---|---|---|
| Administrative staff | 1 | $12,600.00 | |
| Analyst - Intelligence | 1 | $10,766.00 | |
| Financial staff | 1 | $3,193.00 | |
| Investigative - Law Enforcement Officer | 7 | $129,344.00 | |
| **Total Fringe** | **10** | **$155,903.00** | |
| **Total Budget** | | **$685,705.00** | |

# Budget Detail

## 2017 - SWB - South Texas

**Initiative - Hidalgo County DA HIDTA Task Force**

**Award Recipient - Hidalgo County Auditor's Office (G17SS0002A)**

**Resource Recipient - Hidalgo County District Attorney's Office**

***Awarded Budget (as approved by ONDCP)*** ***$685,705.00***

| Personnel | Quantity | Amount | Comments |
|---|---|---|---|
| Administrative Staff | 1 | $42,000.00 | 1. Paid 93.3333% from grant and 6.6667% from Asset Forfeiture funds total salary $45,000.00 |
| Analyst - Intelligence | 1 | $35,885.00 | 2. Paid 996.9865% from grant and 3.0135% from Asset Forfeiture funds total salary $37,000.00 |
| Financial Staff | 1 | $11,000.00 | 3. : Paid 17.7419% from grant and 82.2581% from Asset Forfeiture Funds total salary $62,000.00 |
| Investigative - Law Enforcement Officer | 7 | $440,917.00 | 4. Commander -vacant 58.80% grant 5. . Paid, 6. , 7. . & 8. , $60,000.ea. 100% grant 9. , $69,000 100% grant, 10. ; $64,000 100% grant |
| **Total Personnel** | **10** | **$529,802.00** | |

| Fringe | Quantity | Amount | Comments |
|---|---|---|---|
| Administrative staff | 1 | $12,600.00 | 1. $2,997.47 In Asset Forfeiture funds Total FB $15597.47 |
| Analyst - Intelligence | 1 | $10,766.00 | 2. . $2,639.84 in Asset Forfeiture Funds Total FB $13,114.84 |
| Financial staff | 1 | $3,193.00 | 3. $11,019.51 in Asset Forfeiture Funds Total FB $14,319.51 |
| Investigative - Law Enforcement Officer | 7 | $129,344.00 | Fringe For TFOs |
| **Total Fringe** | **10** | **$155,903.00** | |
| **Total** | | **$685,705.00** | |

# Budget Detail

| | |
|---|---|
| ***Total All Budgets*** | ***$685,705.00*** |

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Hidalgo County DA HIDTA Task Force

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Ramon Middle Name:

* Last Name: Garcia Suffix:

* Title: County Judge

* SIGNATURE: * DATE:

**AI-58242** **HIDTA - Task Force** **11. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

**CAPTION**

Authorization and approval of extending grant period from 01/01/2015 - 12/31/2016 to 01/01/2015 - 06/20/2017 on award no. G15SS0002A between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy (HIDTA Task Force).

**BACKGROUND**

Executive Office of the President Office of National Drug Control Policy, Award Number G15SS0002A was initially approved on 01/15/15.

## Fiscal Impact

**FISCAL YEAR:** 2016 **ACCT. #:** 7-1291-412-00-270-003-6-XXX

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

**BUDGETARY IMPACT:**

No budgetary impact; grant extension.

## Attachments

2015 HDTA Grant Extension

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:31 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Nelda Olivarez | | Started On: 01/26/2017 01:30 PM |
| Final Approval Date: 02/02/2017 | | |

# 6c. Extension Approval History

## SWB - South Texas
## FY 2015

| | |
|---|---|
| **HIDTA** | SWB - South Texas |
| **Grant #** | G15SS0002A |
| **Balance** | 76349.5 |
| | |
| **Ext #** | 1 |
| **Grant Start Date** | 1/1/2015 |
| **Grant End Date** | 12/31/2016 |
| **Currently Extended** | 6/30/2017 |
| **Requested Extension** | 6/30/2017 |
| | |
| **HIDTA Financial Manager** | a<br>10/11/2016<br>gh |
| **HIDTA Director** | a<br>10/24/2016<br>mdromgoole |
| **ONDCP Program Review** | a<br>42668.37648<br>jdelano |
| **ONDCP National Director** | a<br>10/25/2016<br>mgottlieb |
| **ONDCP Fiscal Review** | a<br>10/26/2016<br>lnewton |
| **Justification** | Allow the Hidalgo County TF to spend the recently provided OT funds ($54,900) and Supplies ($15,000) by the HIDTA board for additional assistance to the TF. |
| **Analysts Comments** | |

**AI-58220** **HIDTA - Task Force** **11. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Nelda Olivarez, HIDTA **Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

**CAPTION**

Acceptance and approval to reimburse Rod Robertson Enterprises, Inc. (County Contract No. C-15-030-04-28 Auctioneer & Storage Services) $14,900.00 for a returned auctioned vehicle (vehicle title could not be obtained).

**BACKGROUND**

A 2010 Ford F-350 Dually (VIN. 1FTSW2BR1AEB01583), was awarded to HIDTA under Cause#C-5151-15-H, and auctioned on 09/14/16 (Rod Robertson Enterprises, Inc.). The aforementioned vehicle was awarded and auctioned as a 2010 Ford F-350 Dually, but was later identified to have been registered and titled as an F-250 (said vehicle was modified to look like a F-350). The buyer was unable to register said vehicle due to discrepancy and therefore was returned.

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1251-202-00-000-000-0-000

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

**BUDGETARY IMPACT:**

Payment will be made using the 2017 A/P account.

## Attachments

C-5151-15-H
Auctioned Revenue
CARFAX

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:25 PM |
| Ivan Cantu | Ivan Cantu | 02/01/2017 02:23 PM |
| Final Approval | Veronica Ortiz | 02/02/2017 03:37 PM |
| Ivan Cantu | Ivan Cantu | 02/02/2017 04:33 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Nelda Olivarez Started On: 01/25/2017 02:45 PM
Final Approval Date: 02/02/2017

2015-0149

Electronically Filed
4/13/2016 11:51:20 AM
Hidalgo County District Clerks
Reviewed By: Claudia Rodriguez

CAUSE NO. C-5151-15-H

| | | |
|---|---|---|
| THE STATE OF TEXAS | § | IN THE DISTRICT COURT |
| | § | |
| VS. | § | 389th JUDICIAL DISTRICT |
| | § | |
| ONE (1) 2006 AUDI A6<br>VIN WAUAH74F46N117500 | §<br>§ | |
| | § | |
| ONE (1) 2010 FORD F-350 DUALLY<br>VIN 1FTSW2BR1AEB01583 | §<br>§ | HIDALGO COUNTY, TEXAS |

**AGREED JUDGMENT**

COMES NOW Plaintiff and Defendants herein, and by and through their respective attorneys of record announce that the parties have entered an Agreed Judgment in the above-styled and numbered cause. Plaintiff, by and through the Hidalgo County Criminal District Attorney and Defendants **ODALE KARIM GOPIE, STEPHEN JONATHAN VAUGHN and EXCLUSIVE AUTO COLLISSION REPAIR CORP.**, by and through attorney of record **TORIBIO "TERRY" PALACIOS** announced to the Court that all parties had agreed to enter into a final Agreed Judgment. The terms of the Agreement are as follows:

1. **ONE (1) 2010 FORD F-350 DUALLY VIN 1FTSW2BR1AEB01583** shall be forfeited to the State of Texas and awarded to the Hidalgo County Criminal District attorney and the **HIDALGO COUNTY HIDTA TASK FORCE** pursuant to their local agreement; and

2. **ONE (1) 2006 AUDI A6 VIN WAUAH74F46N117500** shall be returned to Defendant **ODALE KARIM GOPIE** by and through his attorney of record, **TORIBIO "TERRY" PALACIOS.**

It is Ordered that the vehicle being forfeited to the State of Texas be released instanter to the Hidalgo County Criminal District Attorney, as agent for the State of Texas, and the **HIDALGO COUNTY HIDTA TASK FORCE** in accordance with their local agreement and the **Texas Department of Vehicle Title & Registration** is ordered to issue valid certificate of title to the **HIDALGO COUNTY HIDTA TASK FORCE.**

In the event the subject vehicle being forfeited to the State of Texas is sold by the **HIDALGO COUNTY HIDTA TASK FORCE** in accordance with their local agreement pursuant to the Texas Transportation Code and/or the Texas Code of Criminal Procedure the **Texas Department of Vehicle Title & Registration** is ordered to issue valid certificate of title to the purchaser of the vehicle.

Court Costs shall be paid by the **HIDALGO COUNTY HIDTA TASK FORCE.**

**All relief not expressly granted is hereby DENIED. This is a FINAL JUDGMENT.**

TFA Michael Perez

Electronically Filed
4/13/2016 11:51:20 AM
Hidalgo County District Clerks
Reviewed By: Claudia Rodriguez



SIGNED and ENTERED this the 15 day of April, 2016.

JUDGE PRESIDING
HIDALGO COUNTY, TEXAS

APPROVED AS TO FORM AND SUBSTANCE:

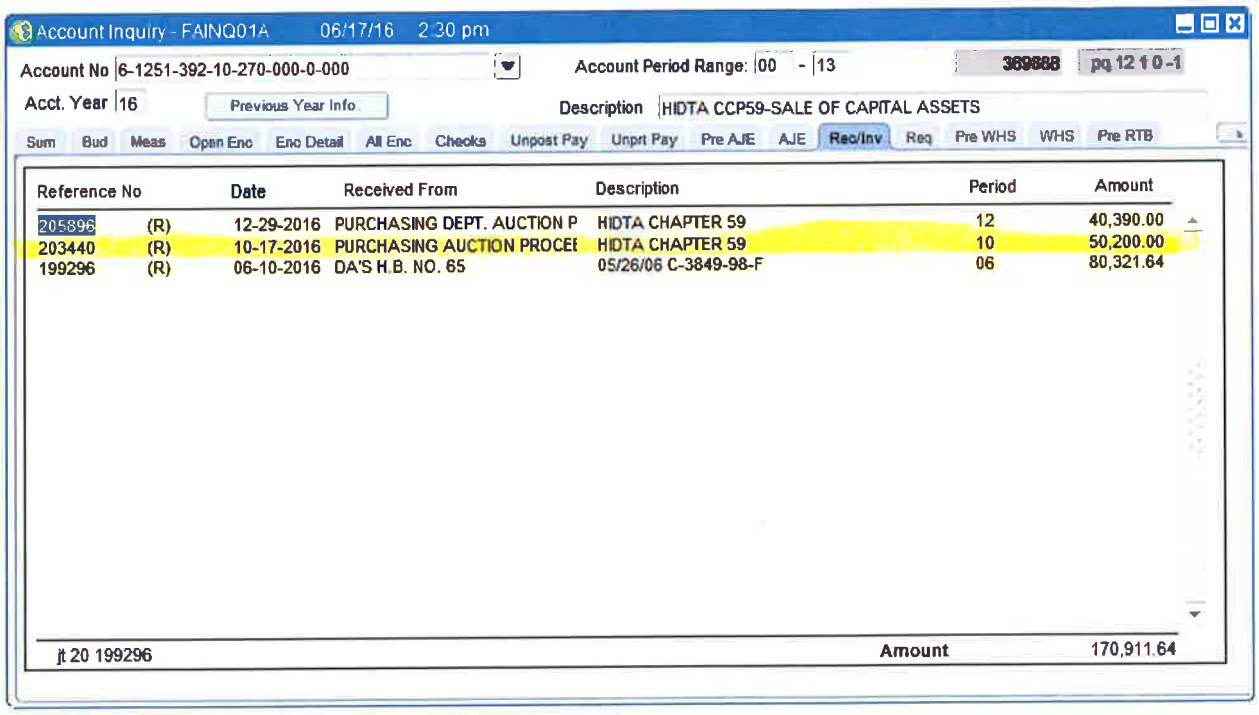
TORIBIO "TERRY" PALACIOS
gaplaw@yahoo.com
Attorney for **ODALE KARIM GOPIE, STEPHEN JONATHAN VAUGHN and EXCLUSIVE AUTO COLLISSION REPAIR CORP.**

Timothy A. Davis, Assistant
Criminal District Attorney
Hidalgo County, Texas
timm.davis@da.co.hidalgo.tx.us
Attorney for State of Texas

Juan Villescas, First Assistant
Criminal District Attorney
Hidalgo County, Texas
juan.villescas@da.co.hidalgo.tx.us
Attorney for State of Texas

DATE 4-13-16

A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy#15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Account No 6-1251-392-10-270-000-0-000
Account Period Range: 00 - 13
369888
pg 12 1 0 -1
Acct. Year 16
Previous Year Info
Description HIDTA CCP59-SALE OF CAPITAL ASSETS
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
205896 (R) 12-29-2016 PURCHASING DEPT. AUCTION P HIDTA CHAPTER 59 12 40,390.00
203440 (R) 10-17-2016 PURCHASING AUCTION PROCEE HIDTA CHAPTER 59 10 50,200.00
199296 (R) 06-10-2016 DA'S H.B. NO. 65 05/26/06 C-3849-98-F 06 80,321.64
jt 20 199296
Amount 170,911.64

**HIDALGO COUNTY HIDTA TASK FORCE**
**SURPLUS**
**ROBERTSON'S AUCTIONS**

## SEPTEMBER 14, 2016 AUCTION

AS OF 10/31/16

Code of Crimina. Procedure Chapter 59.05 (f) On Forfeiture to the state of an amount greater than $2,500.00, the clerk of the court is entitled to court costs

**CHAPTER 59 / ACCOUNT# X-1251-392-10-270-000-0-000 (Sale of Capital Assets)**

| | Cause No. Or Asset No. | SEIZED ITEMS | Other Description | Seized Date | HIDTA CASE NO. | Date Awarded | Surplus Date | STARTING BID | SOLD | COURT COST | COURT COST DUE |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 6122-15-B | 2008 DODGE AVENGER | 1B3LC56K18N684292 | 11/12/15 | 2015-0182 | 06/07/16 | | | $1,800.00 | No Court Cost Due | |
| 2 | 8610-14-B | 2004 KENWORTH | 1XKADB9X94J058567 | 12/01/14 | 2014-0171 | 04/11/16 | 06/07/16 | $9,000.00 | 13,100.00 | $549.00 Court Cost | |
| 3 | 1653-15-C | LARGE CHINO GOLD CHAIN | VALUED AT $3,770.00 | 03/27/15 | 2015-0060 | 04/25/16 | 05/02/16 | $2,262.00 | | Not sold | |
| 4 | 1653-15-C | GOLD ROLEX STYLE RING W/DIAMONDS | VALUED AT $2,300.00 | 03/27/15 | 2015-0060 | 04/25/16 | 05/02/16 | $13,800.00 | | Not sold | |
| 5 | 1653-15-C | DIAMOND EARRINGS IN GOLD | VALUED AT $3,300.00 | 03/27/15 | 2015-0060 | 04/25/16 | 05/02/16 | $1,980.00 | | Not sold | |
| 6 | 1653-15-C | GOLD MEN'S THREE STRAND BRACKET W/DIAMONDS & INITIALS | VALUED AT $10,500. | 03/27/15 | 2015-0060 | 04/25/16 | 05/02/16 | $6,300.00 | | Not sold | |
| 7 | 1653-15-C | GOLD BALL EARRINGS | VALUED AT $50.00 | 03/27/15 | 2015-0060 | 04/25/16 | 05/02/16 | $30.00 | | Not sold | |
| 8 | 1653-15-C | 1999 FORD CROWN VICTORIA | 2FAFP71WXXX134050 | 03/27/15 | 2015-0060 | 04/25/16 | 05/02/16 | | 900.00 | No Court Cost Due | |
| 9 | 0904-15-D | 1995 CHEVROLET 1500 | 2GCEC19K5S1214173 | 02/17/15 | 2015-0028 | 08/26/15 | 05/02/16 | | 700.00 | No Court Cost Due | |
| 10 | 2419-15-D | 2004 FORD EXPEDITION | 1FMPU16W94LA06948 | 05/26/15 | 2015-0094 | 10/14/15 | 05/02/16 | | 1,100.00 | No Court Cost Due | |
| 11 | 1942-15-E | 1995 GMC YUKON | 2GKEK13K2DJ757616 | 04/10/15 | 2015-0066 | 11/10/15 | 05/03/16 | | 500.00 | No Court Cost Due | |
| 12 | 2883-15-E | 2005 UTILITY TRAILER | 1UYVS25335U447017 | 2015-0113 | | 09/17/15 | 05/05/16 | $7,500.00 | 11,600.00 | $486.00 Court Cost Paid DA's Office | |
| 13 | 0916-15-H | 2005 DODGE DAKOTA PK | 1D7HE42N25S330907 | 02/17/15 | 2015-0031 | 09/16/15 | 05/03/16 | | 2,200.00 | No Court Cost Due | |
| **14** | **5151-15-H** | **2010 FORD F-350 DUALLY** | **1FTSW2BR1AEB01583** | **10/01/15** | **2015-0149** | **04/15/16** | **05/04/16** | **$10,500.00** | **14,900.00** | **$476.00 Court Cost** | |
| 15 | 4033-15-I | 2002 MOTOR COACH INDUSTRIES BUS | 3BMXSMPA42X080216 | 08/18/15 | 2015-0125 | 05/05/16 | 06/07/16 | $30,000.00 | NO SALE | $393.00 Court Cost Paid DA's Office | |
| 16 | 4324-15-J | 2008 VOLKSWAGEN RABBIT GOLF | WVWBA71K98W213763 | 07/27/15 | 2015-0129 | 03/24/16 | 05/04/16 | | 3,400.00 | $394.00 Court Cost | |
| 17 | 2012-DCL-6799-A | 2007 CADILLAC ESCALADE | GYFIK63897R238776 | 09/22/12 | 2012-170 | 09/16/15 | 05/03/16 | $10,000.00 | NO SALE | see E-Mail to Cameron County Clerk's Office | |

TOTAL -- RECEIPT NO. 203440 DATED 10/17/16 **$ 50,200.00**

**For Personal Use Only**

# CARFAX® Vehicle History Report™

An independent company established in 1986

US $39.99

**Vehicle Information:**
**2010 FORD F250 SUPER DUTY**
VIN: 1FTSW2BR1AEB01583
CREW PICKUP
6.4L V8 DIR
DIESEL
4 WHEEL DRIVE

**Branded Title: Not Actual Mileage**

Accident / Damage reported

**2** Previous owners

**5** Service history records

Types of owners: Commercial, Personal

Last owned in Florida




This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 11/30/16 at 5:00:34 PM (EST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

## CARFAX Ownership History

The number of owners is estimated

| | Owner 1 | Owner 2 |
|---|---|---|
| Year purchased | 2010 | 2014 |
| Type of owner | Commercial | Personal |
| Estimated length of ownership | 4 years | 1 month |
| Owned in the following states/provinces | Texas | Florida |
| Estimated miles driven per year | 38,127/yr | --- |
| Last reported odometer reading | 155,856 | --- |

## CARFAX Title History

CARFAX guarantees the information in this section

| | Owner 1 | Owner 2 |
|---|---|---|
| **Salvage** \| **Junk** \| **Rebuilt** \| **Fire** \| **Flood** \| **Hail** \| **Lemon** | No Problem | No Problem |
| **Not Actual Mileage** \| **Exceeds Mechanical Limits** | No Problem | **Alert!** Problem Found |

ALERT!

**Alert!** Severe problems were reported by a state Department of Motor Vehicles (DMV). This vehicle does not qualify for the CARFAX Buyback Guarantee.

## CARFAX Additional History

Not all accidents / issues are reported to CARFAX

| | Owner 1 | Owner 2 |
|---|---|---|
| **Total Loss**<br>No total loss reported to CARFAX. | ✓ No Issues Reported | ✓ No Issues Reported |
| **Structural Damage** | ✓ No Issues Reported | ✓ No Issues Reported |

**AI-58262** **Health & Human Services Dept.** **12. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

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

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

---

**Information**

**CAPTION**

1. Requesting approval to submit application for grant funds in the amount of $272,386.00 from the Public Health Preparedness & Response program for a grant period to run from March 1, 2017 through June 30, 2018.
2. Requesting approval to submit application for grant funds in the amount of $289,773.00 from the Epidemiology, Lab Capacity program for a grant period to run from March 1, 2017 through June 30, 2018.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1293-441-00-340-0XX-X-XXX

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

**BUDGETARY IMPACT:**

No local match required.

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1293-441-00-340-0XX-X-XXX

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

**BUDGETARY IMPACT:**

No local match required.

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**Attachments**

Funding Announcement

Allocation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:37 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Mike Escaname | | Started On: 01/27/2017 01:07 PM |
| Final Approval Date: 02/02/2017 | | |

## Mike Escaname

**From:** Burrell,Deserie (DSHS) <Deserie.Burrell@dshs.state.tx.us>
**Sent:** Friday, January 27, 2017 9:50 AM
**To:** Mike Escaname; ramon.garcia@co.hidalgo.tx.us
**Subject:** ZIKA Funding Announcement
**Attachments:** elc zika funding.pdf; phpr zika funding.pdf; Zika Funding Model Methodology_HEPRS_Final 012617.docx; ZIKA Budget Templates.xls

**Importance:** High

The purpose of this email is to follow-up the recent discussions regarding Zika funding. DSHS has applied for two federal funding streams and has been successful in obtaining Zika funding. DSHS is allocating approximately $9.7 million to the local health departments. This funding comes from the Public Health Preparedness and Response grant, administered by the DSHS Health Emergency Preparedness and Response Section, and the Epidemiology, Lab Capacity grant, administered by the DSHS Infectious Disease Prevention Section.

**Each funding stream has its own set of restrictions in allowable expenditures**. In general, however, funding can be utilized for surveillance, outreach and education, planning/exercise, vector control, and Zika response activities.

Based on a DSHS formula, your allocation for each funding stream has been attached. Complete **one** budget by utilizing the attached template and indicating your needs based on the allocation. From your submitted budget, DSHS will create two separate contracts and will separate the single budget submitted into two distinct budgets based on the allowability of the two funding streams, as there are allowability differences between the streams. DSHS will work with you to ensure the contracts are separated appropriately. Also, included in this communication is a summary of the Public Health Preparedness and Response activities to assist with the development of the budget.

Some items to note as you are creating your budgets:

- The contract term for each contract is:
  - March 1, 2017 through June 30, 2018
- Funds may not be utilized for routine mosquito spraying.
- Additional Program restrictions include:
  - Research;
  - Clinical care;
  - Furniture;
  - Construction or major renovation; and
  - Backfilling.
- Do not focus your efforts all in one strategy.
- **Matching funds are not required.**
- Budget submissions for 100% vector control activities will not be considered.

Due to the quick turnaround and ensuring contracts can start March 1, budgets are requested to be returned within one week. If you choose not to participate please notify us immediately. If you have any questions let me know and we will ensure we provide you with a response as soon as possible.

Please return the completed budget template to your Assigned Contract Manager, Deserie Burrell, by **close of business, February 6, 2017.**

**Deserie Burrell, CTCM**
Contract Manager
Department of State Health Services
Regional Local Health Services & Compliance Branch
DCPS/RLHS Contract Management Unit
PO Box 149347, MC1990
Austin, TX 78714

Deserie.burrell@dshs.state.tx.us
Phone: (512) 776-3967
Fax: (512) 776-7391

# ELC ZIKA ALLOCATION

| HSR | County | Local Health Department | ELC | V C | Total ELC Allocation |
|---|---|---|---|---|---|
| **HSR 1** | **PHR 1** | Set-aside for lhd's in Region 1 | 52,660 | 35,106 | 87,766 |
| | | | | | |
| **HSR 2/3** | **PHR 2/3** | | | | |
| HSR 2/3 | Dallas | Dallas County Health & Human Svcs. | 269,231 | 179,487 | 448,719 |
| HSR 2/3 | Tarrant | Tarrant County HD | 163,622 | 109,081 | 272,703 |
| HSR 2/3 | Collin | Collin County HD | 58,013 | 38,675 | 96,688 |
| HSR 2/3 | Denton | Denton County HD | 73,854 | 49,236 | 123,090 |
| **HSR 2/3** | **Total for LHDs in PHR 2/3** | | **564,720** | **376,480** | **941,199** |
| **HSR 4/5** | **PHR 4/5** | Set-aside for lhd's in Region 4/5 | 52,660 | 35,106 | 87,766 |
| | | | | | - |
| **HSR6/5S** | **PHR 6/5S** | | | | **-** |
| **HSR6/5S** | Harris-HCPHES | Harris County HD | 334,918 | 223,279 | 558,196 |
| HSR6/5S | Harris-HDHHS | City of Houston H & H Services | 334,918 | 223,279 | 558,196 |
| HSR6/5S | Fort Bend | Fort Bend County HD | 194,985 | 129,990 | 324,976 |
| HSR6/5S | Galveston | Galveston County Health District | 189,705 | 126,470 | 316,175 |
| HSR6/5S | **Total for LHDs in PHR 6/5S** | | **1,054,526** | **703,017** | **1,757,544** |
| HSR 7 | **PHR 7** | | | | |
| HSR 7 | Travis | Austin/Travis Co. H & H Srvs Dept | 147,708 | 98,472 | 246,180 |
| HSR 7 | Williamson | Williamson Co/Cities PHD | 79,062 | 52,708 | 131,770 |
| HSR 7 | **Total for LHDs in PHR 7** | | **226,770** | **151,180** | **377,950** |
| **HSR 8** | **PHR 8** | | | | |
| **HSR 8** | Bexar | San Antonio Metro Health District | 210,928 | 140,619 | 351,547 |
| HSR 8 | **Total for LHDs in PHR 8** | | **210,928** | **140,619** | **351,547** |
| HSR 9/10 | **PHR 9/10** | | | | |
| HSR 9/10 | El Paso | El Paso City/Co Hlth & Env District | 121,161 | 80,774 | 201,934 |
| **HSR 11** | **PHR 11** | | | | |
| **HSR 11** | Cameron | Cameron County HD | 226,668 | 151,112 | 377,780 |
| HSR 11 | Hidalgo | Hidalgo County HD | 173,864 | 115,909 | 289,773 |
| HSR 11 | Webb, ~~Duval, Jim Hogg~~, Zapata | City of Laredo HD | 173,864 | 115,909 | 289,773 |
| HSR 11 | Nueces | Corpus Christi-Nueces Co PHD | 142,181 | 94,787 | 236,968 |
| **HSR 11** | **Total for LHDs in PHR 11** | | **716,576** | **477,718** | **1,194,294** |
| **Statewide** | **TOTAL LHD** | **16** | **$ 3,000,000.00** | **$ 2,000,000.00** | **$ 5,000,000.00** |

# PHPR ZIKA ALLOCATION

| HSR | County | Local Health Department | PHPR Allocation Case Risk |
|---|---|---|---|
| **HSR 1** | **PHR 1** | Set-aside for lhd's in Region 1 | 82,500 |
| | | | |
| **HSR 2/3** | **PHR 2/3** | | |
| HSR 2/3 | Dallas | Dallas County Health & Human Svcs. | 421,795 |
| HSR 2/3 | Tarrant | Tarrant County HD | 256,341 |
| HSR 2/3 | Collin | Collin County HD | 90,886 |
| HSR 2/3 | Denton | Denton County HD | 115,705 |
| **HSR 2/3** | **Total for LHDs in PHR 2/3** | | **$ 884,727.27** |
| **HSR 4/5** | **PHR 4/5** | Set-aside for lhd's in Region 4/5 | 82,500 |
| **HSR6/5S** | **PHR 6/5S** | | |
| **HSR6/5S** | Harris-HCPHES | Harris County HD | 524,705 |
| HSR6/5S | Harris-HDHHS | City of Houston H & H Services | 524,705 |
| HSR6/5S | Fort Bend | Fort Bend County HD | 305,477 |
| HSR6/5S | Galveston | Galveston County Health District | 297,205 |
| HSR6/5S | **Total for LHDs in PHR 6/5S** | | **1,652,091** |
| HSR 7 | **PHR 7** | | |
| HSR 7 | Travis | Austin/Travis Co. H & H Srvs Dept | 231,409 |
| HSR 7 | Williamson | Williamson Co/Cities PHD | 123,864 |
| HSR 7 | **Total for LHDs in PHR 7** | | **355,272.73** |
| **HSR 8** | **PHR 8** | | |
| **HSR 8** | Bexar | San Antonio Metro Health District | 330,455 |
| HSR 8 | **Total for LHDs in PHR 8** | | **$ 330,454.55** |
| HSR 9/10 | **PHR 9/10** | | |
| HSR 9/10 | El Paso | El Paso City/Co Hlth & Env District | 189,818 |
| **HSR 11** | **PHR 11** | | |
| **HSR 11** | Cameron | Cameron County HD | 355,114 |
| HSR 11 | Hidalgo | Hidalgo County HD | 272,386 |
| HSR 11 | Webb, ~~Duval, Jim Hogg~~, Zapata | City of Laredo HD | 272,386 |
| HSR 11 | Nueces | Corpus Christi-Nueces Co PHD | 222,750 |
| **HSR 11** | **Total for LHDs in PHR 11** | | **1,122,636.36** |

| HSR | County | Local Health Department | PHPR Allocation Case Risk |
|---|---|---|---|
| Statewide | TOTAL LHD | | $ 4,700,000.00 |

**AI-58260** **Health & Human Services Dept.** **12. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

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

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

## Information

**CAPTION**

1. Requesting approval to accept the Amendment No. 02 to Contract #2016-001417B in the amount of $36,000.00 to increase the total amount of the contract to $641,561.00.
2. Requesting approval of the Certification of Revenue in the amount of $36,000.00 as approved by County Auditor.
3. Requesting approval of the budget appropriation in the amount of $36,000.00.

**BACKGROUND**

08/09/2016 - AI-55564 - Acceptance of TB/PC State contract #2016-001417-01.
01/10/2017 - AI-57818 - Approval to request additional funds.

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1293-441-10-340-008-6-XXX

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

**BUDGETARY IMPACT:**

Additional grant funds require a 20% local match. Local match has been reserved during budget process. Reference account 7-1100-491-01-000-293-6-XXX.

## Attachments

Amendment
appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:36 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Mike Escaname | | Started On: 01/27/2017 11:47 AM |
| Final Approval Date: 02/02/2017 | | |

DocuSign Envelope ID: 2A208670-3937-4C33-AA17-E30C8C0D297C

# DEPARTMENT OF STATE HEALTH SERVICES
# CONTRACT NO. 2016-001417B
# AMENDMENT NO. 02

The Department of State Health Services ("DSHS") and Hidalgo County ("Contractor") parties to that certain State TB contract effective September 1, 2015 and denominated HHSC Contract No. 2016-001417-01, as amended, now desire to further amend the Contract.

**WHEREAS**, the parties desire to revise the Budget to allow for successful completion of the Project; and

**WHEREAS**, this revisions will result in an addition of $36,000 in funds.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **SECTION II** of the Contract to add **THIRTY-SIX THOUSAND DOLLARS ($36,000.00)** to increase the total amount of the contract to **SIX HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS ($641,561.00).**

2. This Amendment No. 02 shall be effective as of the date last signed below.

3. Except as amended and modified by this Amendment No. 02, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

4. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

DocuSign Envelope ID: 2A208670-3937-4C33-AA17-E30C8C0D297C

**SIGNATURE PAGE FOR AMENDMENT NO. 2016-001417B**
**DSHS CONTRACT NO. 2**

| **Department of State Health Services** | **Contractor** |
|---|---|
| By:_____ | By:_____ |
| Janna Zumbrun, M.S.S.W | Honorable Ramon Garcia |
| Associate Commissioner for Disease Control and Prevention Services | County Judge |
| Date:_____ | Date:_____ |

**DATE: February 6, 2017**

**DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer**

**DEPARTMENT NAME: Hidalgo County Health & Human Services Department**

**ACCOUNT NUMBER: 7-1293-441-10-340-008-6-XXX T. B. Control (State)**

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

Honorable Commissioner's Court of Hidalgo County:

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

| INCREASE OBJECT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT - |
|---|---|---|
| **Personnel** | | |
| | | |
| | | |
| **Fringes** | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Contractual** | | |
| 7-1293-441-10-340-008-6-331 | TB Control - Physican Services | $ 21,000.00 |
| | | |
| | | |
| **Supplies** | | |
| 7-1293-441-10-340-008-6-610 | T.B. Control - General Supplies | $ 15,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL APPROPRIATION** | $ 36,000.00 |
| | | |
| 7-1293-334-10-340-008-6-000 | T.B. Control - Revenue | $ 36,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL APPROPRIATION** | $ 36,000.00 |

REASON: To appropriate the T.B. Control grant Amendment allocation in the amount of $36,000.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

**AI-58240** **Health & Human Services Dept.** **12. C. 2.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

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

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## Information

**CAPTION**

A. Discussion, consideration and approval to draw down funds for Demonstration Year 6 ADVANCE UC Payment in the amount to be determined by HHSC instructions from the General Fund and Local Provider Participation Fund (LPPF) with a transfer date of 2/8/17.
B. Approval of 2017 Appropriation of funds from the LPPF in the amount to be determined by HHSC.

**BACKGROUND**

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## Fiscal Impact

## Attachments

INSTRUCTIONS
spreadsheet
extension
allocation
appropriation-revised

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:31 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Dairen Sarmiento Started On: 01/26/2017 12:37 PM

Final Approval Date: 02/02/2017

## Dairen Sarmiento

**From:** Hites,Rhonda (HHSC) <Rhonda.Hites@hhsc.state.tx.us>
**Sent:** Thursday, January 26, 2017 10:14 AM
**To:** Castillon,Daniel; cgswaney@sbcglobal.net; Chalonnes.hoover@stctr.org; Charlene.Randolph@dallascounty.org; charles.handley@tenethealth.com; charles.mallon@hcahealthcare.com; charlie.boone@tejashma.org; charlotte.waters@christushealth.org; charrison@mehop.org; chelsey.slayton@colemancountymc.com; chernandez@ehnelpaso.org; Cheryl.McMullan@BSWHealth.org; CherylM@baylorhealth.edu; chris.halbert@utmb.edu; Chris.Nicosia@HCAHealthcare.com; ChrisMyers@TexasHealth.org; christi.cargill@umchealthsystem.com; christina.mendoza@utrgv.edu; christina.mintner@phhs.org; christopher.felton@umchealthsystem.com; christopherleu@texashealth.org; christy@hchdst.org; chuck.cave@wnj.org; chuck.jeffress@brhstx.org; chuckabay@permianregional.com; cindy.castillo@dschd.org; cindy.sexton@hcahealthcare.com; Cindy.Sexton@stdavids.com; Cindy.Sightes@HCAHealthcare.com; cindy.sightes@stdavids.com; cipriana.zamora@uhsrgv.com; CJedlicka@comanchecmc.com; cjones@cmhos.org; cklang@jpshealth.org; cklein@lambhc.org; cklein@trhta.net; ckolodziejczyk@sw.org; ClaireCrossland@TexasHealth.org; clandler@tarrantcounty.com; claris.smith@gmail.com; clay.taylor@covplv.org; Clayton.Kolodziejczyk@BSWHealth.org; clewing@wardmemorial.com; clint.lafever@nwths.com; cmccord@srph.tamhsc.edu; cmh.ehelms@cogdellhospital.com; cmh.jeverett@cogdellhospital.com; cmh.khanley@cogdellhospital.com; cmpcmc@tisd.net; cmpollet@seton.org; cnorris@gonzaleshealthcare.com; co.humphrey@dhr-rgv.com; coconnor@nhsltd.com; coke@pecanvalley.org; Cole.Sims@phn-waco.org; Collin.Lemaistre@tenethealth.com; Colt.Sullivan@QuorumHealth.com; colt@noconageneral.com; Colt_Sullivan@QuorumHealth.com; Connie.Almeida@fortbendcountytx.gov; CopelandT@uthscsa.edu; corey.davison@tenethealth.com; Cori.Hicks@phn-waco.org; corrigan@bcm.edu; cory.rhoades@cookchildrens.org; cottey@gl-law.com; CowartK@uthscsa.edu; cparker@throckmortonhospital.com; cplummer@wghospital.com; cpope@starcarelubbock.org; CPutz@jpshealth.org; craigbjerke@mhd.com; cratliff@bowiememorial.com; Cris.Rivera@HCAHealthcare.com; crofforc@nacmem.org; crystalconner@shannonhealth.org; csadro@utmb.edu; cskovace@utmb.edu; csmith@texomacc.org; ctorres@tchospital.us; cwborchardt@medicine.tamhsc.edu; cwolfe@elpasochildrens.org; cynthia.gamez@austintexas.gov; cynthiap@tricountyservices.org; czafereo@cmcvtx.org; dairen.sarmiento@hchd.org; daltmiller@fss-cpa.com; Dan.Rich@BSWHealth.org; DanaKennedy@TexasHealth.org; danc@lrmhmrc.org; daniel.ford@christushealth.org; Danny.Corprew@houstontx.gov; dave_medley@chs.net; david.byrd@tenethealth.com; david.gutierrez@wtcmhmr.org; david.lee@okmh.org; david.weden@atcic.org; Dawn.handley@atcic.org; dbillingsley@ehnelpaso.org; dblodgett@oghtx.com
**Subject:** DY6 Advance UC IGT Notification
**Attachments:** 2017 DY6 UC Advance Payment Calculation.xlsx; DY6 Advance UC Allocation Form.xlsx; Master Affiliation as of 1_25_17 for publication.xlsx

Providers, Government Entities, and Anchors:

**Please read this entire message carefully and make note of the information provided below that failure by IGT entities and providers to submit the required forms may result in a delayed payment for the providers.**

**To ensure that all government entities receive this notification, HHSC requests that anchors and providers send this information to any government entity who is IGT'ing on their behalf.**

HHSC is providing notice to IGT for the DY6 Advance UC Payment.

Dates pertinent to this payment:

| | |
|---|---|
| 2/01/17 | Last day to submit your IGT into TexNet |
| 2/02/17 | IGT Settlement date |
| 2/06/17 | Pay Transferring Hospitals, i.e. Large public hospitals, as defined in 1 Tex. Admin. Code §355.8201(b)(14) |
| 2/13/17 | State Owned Hospitals submit journal entry |
| 2/17/17 | Pay State Owned Hospitals |
| 2/28/17 | Pay all other UC Providers |

Attached to this email are the following documents:

- DY6 UC Advance Payment Calculation spreadsheet
- Master Affiliation as of 01_25_17 for Publication spreadsheet
- DY6 UC Allocation Form

The amount that needs to be submitted into TexNet, for non-state owned entities, is in **Column X**. Please ensure you select the applicable UC bucket in TexNet when you enter your IGT. It is imperative that you send a screen shot/PDF copy of the confirmation/trace sheet from TexNet or an email with the trace number, IGT amount and settlement date, if the TexNet is submitted over the phone, to RAD_UC_Payments@hhsc.state.tx.us. Additionally, you must submit the IGT allocation form. Please include two contacts and their phone numbers and email addresses, should HHSC have any questions regarding the TexNet received.

The amount that needs to be submitted via journal entry for state owned entities is in **Column W.** Please ensure that a copy of your journal entry is submitted to RAD_UC_Payments@hhsc.state.tx.us.

Government Entities that are IGT'ing for multiple providers may submit one lump sum IGT for their affiliates. All IGTs, even for entities submitting IGT for themselves, must complete and submit the attached allocation form. If a Trace Sheet is received without an IGT allocation form HHSC will allocate the IGT received in accordance with 1 Tex. Admin. Code §355.8201(h)(ii). In the absence of the notification described in 1 Tex. Admin. Code §355.8201(h)(i), each hospital owned by or affiliated with the governmental entity will receive a portion of its payment amount for that period, based on the hospital's percentage of the total payment amounts for all hospitals owned by or affiliated with that governmental entity.

In accordance with 1 Tex. Admin. Code §355.8201(h)(ii)(C), if a government entity transfers more than the maximum IGT amount that can be provided for that hospital, and that hospital is affiliated with multiple governmental entities, then HHSC will calculate the amount of IGT funds necessary to fund the hospital's payment and HHSC will issue a pro-rata refund to the governmental entity/entities identified by HHSC. HHSC will determine the pro-rata refund, not the government entity/entities or their representative(s).

If you have questions regarding the UC payment process, please send an email to RAD_UC_Payments@hhsc.state.tx.us.

If you have questions regarding the payment calculation file, please send an email to uctools@hhsc.state.tx.us

## HHSC Hospital Rate Analysis

Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.

Austin, TX 78714-9030



| CCN | 2016 TPI | 2017 Master TPI | 2017 UC Participation Designation | UC Program | Rider 38 | IMD |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 450107 | 094113001 | 094113001 | Yes | Private | | |
| 450176 | 112679902 | 112679902 | Yes | Private | | 6 |
| 450711 | 112716902 | 112716902 | Yes | Private | | |
| 451343 | 135035706 | 135035706 | Yes | Private | | |
| 450869 | 160709501 | 160709501 | Yes | Private | | |
| | | | | | | |
| | | | | | | |

| Provider Name | County | RHP Region | UC Medicaid Shortfall | UC Uninsured Shortfall | UC Schedule 3 - HSL |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| McAllen Hospitals LP | Hidalgo | 5 | $ 16,692,284.16 | $ 28,610,382.99 | $ 47,765,546.65 |
| Mission Regional Medical Center | Hidalgo | 5 | $ 16,378,502.79 | $ 10,344,079.31 | $ 28,175,355.27 |
| Columbia Rio Grande Healthcare | Hidalgo | 5 | $ 6,662,788.79 | $ 16,958,993.34 | $ 24,905,980.31 |
| Knapp Medical Center | Hidalgo | 5 | $ 6,713,704.84 | $ 11,039,644.00 | $ 18,718,509.65 |
| DOCTORS HOSPITAL AT RENAISSANCE | Hidalgo | 5 | $ 32,703,887.92 | $ 10,689,093.00 | $ 45,752,040.33 |
| | | | | | |
| | | | | | |

| YTD 2016 DSH Payment | Remaining HSL after DSH | Total Schedule 1 Costs | Total Schedule 2 Costs | Schedule 1 Adjustments | Schedule 2 Adjustments | Schedule 3 Adjustments |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| $ 10,507,089.23 | $ 37,258,457.42 | $ 9,320,638.00 | $ - | $ - | $ - | $ - |
| $ 4,841,573.13 | $ 23,333,782.14 | $ - | $ - | $ - | $ - | $ - |
| $ 7,757,833.71 | $ 17,148,146.60 | $ - | $ - | $ - | $ - | $ - |
| $ 3,927,739.41 | $ 14,790,770.24 | $ 2,493,363.00 | $ - | $ - | $ - | $ - |
| $ 16,789,828.88 | $ 28,962,211.45 | $ 395,504.00 | $ - | $ - | $ - | $ - |
| | | | | | | |
| | | | | | | |

| Total Non-HSL UC Costs | Total UC Costs (HSL remaining after DSH plus PCP and Adjustments) | DY 6 Advance Payment Amount | DY 6 Advance Payment IGT Amount @ 43.82% | Provider Name |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| $ 9,320,638.00 | $ 46,579,095.42 | $ 11,190,658.39 | $ 4,903,746.51 | McAllen Hospitals LP |
| $ - | $ 23,333,782.14 | $ 5,605,956.55 | $ 2,456,530.16 | Mission Regional Medical Center |
| $ - | $ 17,148,146.60 | $ 4,119,853.53 | $ 1,805,319.82 | Columbia Rio Grande Healthcare |
| $ 2,493,363.00 | $ 17,284,133.24 | $ 4,152,524.41 | $ 1,819,636.20 | Knapp Medical Center |
| $ 395,504.00 | $ 29,357,715.45 | $ 7,053,210.50 | $ 3,090,716.84 | DOCTORS HOSPITAL AT RENAISSANCE |
| | | | | |
| | $ 133,702,872.85 | $ 32,122,203.37 | $ 14,075,949.52 | |

## Dairen Sarmiento

**From:** Hites,Rhonda (HHSC) <Rhonda.Hites@hhsc.state.tx.us>
**Sent:** Friday, January 27, 2017 10:34 AM
**To:** Dairen Sarmiento
**Cc:** Govind,Selvadas (HHSC); Jenkins,Brooke B (HHSC); Chang,Sylvia (HHSC)
**Subject:** RE: RHP 5 REQUEST FOR EXTENSION OF TIME

Dairen,

My supervisor might also call you, but he is out today and I did not want to keep you waiting.

We can allow a one week extension to submit the IGT. The IGT will need to be submitted into TexNet by COB February 8th with a settlement date of February 9th.

Please let me know if you have further questions.

Thank you,

*Rhonda Hites*

Rhonda Hites
Rate Analyst
Texas Health and Human Services Commission
P.O.Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030
(512) 707-6068
(512) 730-7475 fax
rhonda.hites@hhsc.state.tx.us




---

**From:** Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
**Sent:** Friday, January 27, 2017 8:16 AM
**To:** Hites,Rhonda (HHSC) <Rhonda.Hites@hhsc.state.tx.us>
**Subject:** RE: RHP 5 REQUEST FOR EXTENSION OF TIME

Thank you.

---

**From:** Hites,Rhonda (HHSC) [mailto:Rhonda.Hites@hhsc.state.tx.us]
**Sent:** Friday, January 27, 2017 8:15 AM
**To:** Dairen Sarmiento
**Subject:** RE: RHP 5 REQUEST FOR EXTENSION OF TIME

I have submitted your request to upper management for guidance. I will let you know when I receive a response.

Thank you,

*Rhonda Hites*

Rhonda Hites
Rate Analyst
Texas Health and Human Services Commission
P.O.Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030
(512) 707-6068
(512) 730-7475 fax
rhonda.hites@hhsc.state.tx.us

---

**From:** Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
**Sent:** Friday, January 27, 2017 8:14 AM
**To:** Hites,Rhonda (HHSC) <Rhonda.Hites@hhsc.state.tx.us>
**Subject:** RHP 5 REQUEST FOR EXTENSION OF TIME

Hidalgo County is committed to a investing in our local safety-net system by helping fund the Texas 1115 Waiver. It has provided a tremendous benefit to the indigent patient population not only in Hidalgo County, but for our entire region. These Dollars are critical support for access, availability, and funding for the providers that serve our local patients.

This morning, we received notice today (January, 26) that we must fund an IGT by February 1, 2017. We have informed you in the past that unlike communities with hospital districts, counties follow different procedure for funding IGTs. In particular, our Commissioners require that they approve the funding level for the waiver. Approval requires a formal vote by the commissioners. Unfortunately, the timeline HHSC is imposing is not possible because the commissioners do not meet next week. Would it be possible for Hidalgo County to delay its IGT until the following week so that the Commissioners can fulfill their duty and vote for the funding of the Texas Waiver.

Respectfully submitted,

Dairen Sarmiento
1304 South 25th Avenue
Edinburg, Texas 78542
956-318-2011 extension 7365

# DY6 UC Allocation

## TRACE Number:

*The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into T*

The Trace Sheet and Allocation Form must be submitted together in the same email. All Tr

| Affiliation Number | Provider Name | 9 Digit TPI |
|---|---|---|
| | | |
| 529-08-0236-00020 | Columbia Rio Grande Healthcare dba Rio Grande Regi | 112716902 |
| 529-08-0236-00030 | Doctor's Hospital at Renaissance | 160709501 |
| 529-08-0236-00063 | Knapp Medical Center | 135035706 |
| 529-08-0236-00067 | McAllen Hospitals LP dba Edinburg Regional Medical | 094113001 |
| 529-08-0236-00079 | Mission Hospital Inc | 112679902 |
| | | |
| | | |
| 529-11-0067-00012 | McAllen Hospitals LP dba Edinburg Regional Medical | 094113001 |
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# Form

*TexNet.*

ace Sheet submissions must be accompanied by an Allocation Form.

| Government Entity | RHP Region | IGT Total |
|---|---|---|
| | | |
| HIDALGO COUNTY | 5 | $ 1,805,319.82 |
| HIDALGO COUNTY | 5 | $ 3,090,716.84 |
| HIDALGO COUNTY | 5 | $ 1,819,636.20 |
| HIDALGO COUNTY | 5 | $ 4,403,746.51 |
| HIDALGO COUNTY | 5 | $ 2,456,530.16 |
| | | $ 13,575,949.53 |
| | | |
| STARR COUNTY | 5 | $ 500,000.00 |
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| | | $ 14,075,949.53 |

**DATE:** February 6, 2017 **REVISED**

**2017**
**Appropriation**
**AI-58240**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

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

**ACCOUNT NUMBER:** 7-1258-444-00-240-006-3-843

**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 |
|---|---|---|---|
| 7-1258-444-00-240-006-3- 843 | LPPF | Aid to Nongovt | 8,075,949.53 |
| | | | |
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| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **8,075,949.53** |

**REASON:** Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver.

Monies from the unassigned fund balance of the LPPF fund pending closing of FY2016 by the Auditor's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-58385** **Health & Human Services Dept.** **12. D. 2.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

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

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## Information

**CAPTION**

Approval for County Judge to sign attached Texas Department of State Health Services Plot Owner Consent Form.

**BACKGROUND**

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## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No fiscal impact.

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## Attachments

consent form

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 04:27 PM |
| Ivan Cantu | Ivan Cantu | 02/02/2017 04:53 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Dairen Sarmiento Started On: 02/02/2017 04:15 PM

Final Approval Date: 02/02/2017

## CEMETERY CONSENT FORM

I (We) hereby give our consent for the disinterment and removal of JOHN DOE 15-49248 (Name of Deceased) who is buried in SECTION U, LOT 16, SPACE 26 (Plot & Block)
Our records indicate that the plot owner(s) is/are HIDALGO COUNTY .

Signature-DANNY MILLS Date

OWNER
Title

VAL VERDE CEMETERY
Name of Cemetery

## PLOT OWNER CONSENT FORM

I (We) hereby certify that we are the owner(s) of record SECTION U, LOT 16, SPACE 26 (Plot)
in VAL VERDE CEMETERY either by purchase or inheritance and we hereby give our permission of the disinterment of JOHN DOE 15-49248 who is buried in that plot.

Signature of Owner Date
RAMON GARCIA-HIDALGO COUNTY JUDGE
100 E. CANO ST., EDINBURG, TX 78539
Address

956-318-2600
Phone Number

## NEXT-OF-KIN CONSENT FORM

I hereby certify that I am the BROTHER (Relationship) of JOHN DOE 15-49248 (Name of Deceased).
There are no other living relatives that precede me in the degree of kindred; and I give my permission for the body to be disinterred and moved to PANTEON MUNCIPAL DE CANTON LLANO EL ANGEL SAN MIGUEL, EL SALVADOR (Name of Cemetery where body is to be interred).

Signature Date

VS-271.1 7/2005

TEXAS Department of State Health Services

**AI-58281** **Adult Probation** **13. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

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

**Department:** ADULT PROBATION

---

## Information

**CAPTION**

November 2016
1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $615.00.
2. Approval of appropriation of the DWI program income (GPI) in the amount of $615.00

**BACKGROUND**

DWI grant program income:
November 2016 $615.00

---

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 6-1289-423-00-320-032-7-ZZZ

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

**BUDGETARY IMPACT:**

Appropriation of funds.

---

## Attachments

DWI approved budget
DWI November appropriation
DWI Nov Revenues
COR

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 04:12 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Maria Castilleja | | Started On: 01/30/2017 02:30 PM |
| Final Approval Date: 02/02/2017 | | |

Print This Page

**Agency Name:** Hidalgo County
**Grant/App:** 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

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

## Budget Details Information

**Budget Information by Budget Line Item:**

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

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Personnel | Probation Officer | program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18% | $63,355.00 | $0.00 | $0.00 | $565.00 | $63,920.00 | 100 |
| Personnel | Probation Officer | Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items:. FICA 7.65%. Retirement 11.25%. Unemployment .60%. Health Insurance 18%. | $38,455.00 | $0.00 | $0.00 | $5,367.00 | $43,822.00 | 100 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | 1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. | $5,000.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | 0 |

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

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

DATE: December 14, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

| INCREASE OBJECT NUMBER(S) | | | | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|---|---|---|
| 6-1289-423-00-320- | 032- | 7- | 113 | | DWI Court- | Full-Time Employees | 514.00 |
| 6-1289-423-00-320- | 032- | 7- | 117 | | DWI Court- | Supplemental Pay | 0.00 |
| 6-1289-423-00-320- | 032- | 7- | 211 | | DWI Court- | Health Insurance | 0.00 |
| 6-1289-423-00-320- | 032- | 7- | 212 | | DWI Court- | Life Insurance | 0.00 |
| 6-1289-423-00-320- | 032- | 7- | 220 | | DWI Court- | FICA | 39.00 |
| 6-1289-423-00-320- | 032- | 7- | 230 | | DWI Court- | Retirement | 59.00 |
| 6-1289-423-00-320- | 032- | 7- | 250 | | DWI Court- | Unemployment Compensation | 3.00 |
| | | | | | **TOTAL APPROPRIATION** | | **615.00** |
| 6-1289-342-30-320- | 032- | 7- | 000 | | DWI Court Program Income | | 615.00 |
| | | | | | **TOTAL REVENUES** | | **615.00** |

**REASON:**

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 11/1/2016-11/30/2016.
The total GPI is equal to $615.00.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

| Account No/Description | | Budget | Amount | Receivable |
|---|---|---|---|---|
| 6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME | | | | |
| | *** Beginning Balance** | **30,071.00** | **30,071.00** | **.00** |
| | *** Ending Balance** | **30,071.00** | **30,071.00** | **.00** |
| 6-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME | | | | |
| | *** Beginning Balance** | **2,399.00** | **5,317.00** | **-2,918.00** |
| * Budget Entries | | | | |
| DATE REFERENCE BATCH DESCRIPTION | | | | |
| 12/13/16 JE165512 16007154 BUDGET AMENDMENT CC 12/13/16 | | 2,918.00 | | |
| | **Total** | **2,918.00** | | |
| * Receipts | | | | |
| DATE RECEIPT NO. BATCH RECEIVED FROM | DESCRIPTION | | | |
| 12/08/16 205215 16007047 ADULT PROBATION 12/02/16 | PRE-TRIA | | 615.00 | |
| | **Total** | | **615.00** | |
| | *** Ending Balance** | **5,317.00** | **5,932.00** | **-615.00** |
| 1289 DESIGNATED PURPOSE GRANTS LVL 9 | | 35,388.00 | 36,003.00 | -615.00 |
| 6 YEAR 2016 | | 35,388.00 | 36,003.00 | -615.00 |

# 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


February 01, 2017

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $615.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2017. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| | |
|---|---|
| $615.00 | November 2016 DWI Program Income |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/2/17
Date


HIDALGO COUNTY DISTRICT JUDGES

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

**AI-58281** **Adult Probation 21. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

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

**Department:** ADULT PROBATION

## Information

### CAPTION

November 2016

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of $615.00.
2. Approval of appropriation of the DWI program income (GPI) in the amount of $615.00

### BACKGROUND

DWI grant program income:
November 2016 $615.00

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 6-1289-423-00-320-032-7-ZZZ

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

**BUDGETARY IMPACT:**

Appropriation of funds.

## Attachments

DWI approved budget

DWI November appropriation

DWI Nov Revenues

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 04:12 PM |
| Final Approval | | |
| Form Started By: Maria Castilleja | | Started On: 01/30/2017 02:30 PM |

## Rossana Schettino

**From:** Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]
**Sent:** Monday, January 30, 2017 2:42 PM
**To:** Rossana Schettino
**Subject:** certify the revenues

Please certify the revenues for the DWI grant GPI November 2016. I submitted agenda item 58281. Thank you.

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

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Print This Page

**Agency Name:** Hidalgo County
**Grant/App:** 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

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

## Budget Details Information

**Budget Information by Budget Line Item:**

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

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Personnel | Probation Officer | program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18% | $63,355.00 | $0.00 | $0.00 | $565.00 | $63,920.00 | 100 |
| Personnel | Probation Officer | Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items:. FICA 7.65%. Retirement 11.25%. Unemployment .60%. Health Insurance 18%. | $38,455.00 | $0.00 | $0.00 | $5,367.00 | $43,822.00 | 100 |
| Supplies and Direct Operating Expenses | Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit) | 1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. | $5,000.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | 0 |

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

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

| Account No/Description | | Budget | Amount | Receivable |
|---|---|---|---|---|
| 6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME | | | | |
| | *** Beginning Balance** | **30,071.00** | **30,071.00** | **.00** |
| | *** Ending Balance** | **30,071.00** | **30,071.00** | **.00** |
| 6-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME | | | | |
| | *** Beginning Balance** | **2,399.00** | **5,317.00** | **-2,918.00** |
| * Budget Entries | | | | |
| DATE REFERENCE BATCH DESCRIPTION | | | | |
| 12/13/16 JE165512 16007154 BUDGET AMENDMENT CC 12/13/16 | | 2,918.00 | | |
| | **Total** | **2,918.00** | | |
| * Receipts | | | | |
| DATE RECEIPT NO. BATCH RECEIVED FROM | DESCRIPTION | | | |
| 12/08/16 205215 16007047 ADULT PROBATION 12/02/16 | PRE-TRIA | | 615.00 | |
| | **Total** | | **615.00** | |
| | *** Ending Balance** | **5,317.00** | **5,932.00** | **-615.00** |
| 1289 DESIGNATED PURPOSE GRANTS LVL 9 | | 35,388.00 | 36,003.00 | -615.00 |
| 6 YEAR 2016 | | 35,388.00 | 36,003.00 | -615.00 |

DATE: December 14, 2016
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

| INCREASE OBJECT NUMBER(S) | | | | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|---|---|---|
| 6-1289-423-00-320- | 032- | 7- | 113 | | DWI Court- | Full-Time Employees | 514.00 |
| 6-1289-423-00-320- | 032- | 7- | 117 | | DWI Court- | Supplemental Pay | 0.00 |
| 6-1289-423-00-320- | 032- | 7- | 211 | | DWI Court- | Health Insurance | 0.00 |
| 6-1289-423-00-320- | 032- | 7- | 212 | | DWI Court- | Life Insurance | 0.00 |
| 6-1289-423-00-320- | 032- | 7- | 220 | | DWI Court- | FICA | 39.00 |
| 6-1289-423-00-320- | 032- | 7- | 230 | | DWI Court- | Retirement | 59.00 |
| 6-1289-423-00-320- | 032- | 7- | 250 | | DWI Court- | Unemployment Compensation | 3.00 |
| | | | | | **TOTAL APPROPRIATION** | | **615.00** |
| 6-1289-342-30-320- | 032- | 7- | 000 | | DWI Court Program Income | | 615.00 |
| | | | | | **TOTAL REVENUES** | | **615.00** |

**REASON:**

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 11/1/2016-11/30/2016.
The total GPI is equal to $615.00.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

**AI-58359** **Community Service Agency** **14. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

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

**Department:** COMMUNITY SERVICE AGENCY

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## Information

**CAPTION**

1. Discussion and possible action to approve CSBG contract PY 2017 CSBG Contract #61170002636

2. Report current year activities.

**BACKGROUND**

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## Fiscal Impact

## Attachments

request
contract
legal

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 01:16 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 02/02/2017 12:50 PM |
| Final Approval Date: 02/02/2017 | | |

# Agenda Items for HCCSA
# Commissioners Court February 6, 2017

I. Discussion and possible action to approve CSBG contract
   a. PY 2017 CSBG Contract #61170002636

II. Discussion and possible action to accept a check in the amount of $2,400 from Texas Gas Service for the Share the Warmth Program.

III. Report current year activities.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**
CONTRACT NUMBER **61170002636** FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

**Awarding Federal Agency: United States Department of Health and Human Services**
**TDHCA Federal Award Number: G-17-BI-TX- COSR**
**Award Year (Year of Award from HHS to TDHCA): 2017**
**Unique Entity Identifier Number: 161811138**

## SECTION 1. PARTIES TO THE CONTRACT

This 2017 Community Services Block Grant Program Contract Number **61170002636** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, ("Department") and **Hidalgo County, Texas-County of Hidalgo Community Service Agency** a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

## SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2017**, and, unless earlier terminated, shall end on **December 31, 2017** ("Contract Term").

## SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

A. Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) ("CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (Public Law 103-252) and the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285); Chapters 2105 and 2306 of the Texas Government Code ("State Act"); the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2, and Chapter 6, Subchapters A and B of the Texas Administrative Code, as amended or supplemented from time to time ("CSBG State Rules"); and the Department's guidance related to CSBG, Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A ("Addendum A"), Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B ("Addendum B"), Certification Regarding Environmental Tobacco Smoke ("Addendum C"), Certification Regarding Debarment, Suspension and Other Responsibility Matter ("Addendum D"); the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

B. Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§9901, 9907 excluding subsection (c), and 9908.

C. Subrecipient agrees to perform all activities in accordance with the annual community action plan in accordance with Section 34 of this Contract; the terms of the performance statement and budget submitted with the annual community action plan approved by the Department as said performance statement and budget may be amended from time to time.

D. Subrecipient's service area consists of the following counties:

**HIDALGO**

E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

## SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS"), except as preempted by Cost Principles of Subpart E of 2 CFR Part 200 which apply to subrecipients of Community Services Block Grant funds pursuant to 42 U.S.C. 9916(a)(1)(B). All references in UGMS to "local government" shall be construed to mean Subrecipient.

B. Subrecipient has a federally approved indirect cost rate of **0.00%**.

C. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is $750,000 of Federal funds.

D. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

F. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

## SECTION 7. TERMINATION AND SUSPENSION

A. TERMINATION. As per 10 TAC §§2.202 and 2.203, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract.

B. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.

C. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

D. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

## SECTION 8. PROHIBITED USE OF FUNDS

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 U.S.C. §9918(a)(2).

## SECTION 9. RECORD KEEPING REQUIREMENTS

A. GENERAL. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. ACCESS TO RECORDS. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_.42; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. EXCEPTIONS. Exceptions to the record retention periods outlined above include; (i) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (ii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iii) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection E. Upon termination of this Contract, all records are property of the Department.

F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

**SECTION 10. REPORTING REQUIREMENTS**

A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. By the 15th of each month, Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract Term prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall annually submit to Department, no later than forty five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

F. Subrecipient shall provide the Department with a Data Universal Numbering System ("DUNS") number and a Central Contractor Registration ("CCR") System number to be used as the Unique Entity Identifier Number on all contracts and agreements. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

## SECTION 11. CHANGES AND AMENDMENTS

A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 11 may be further evidenced in a written amendment.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. The Department must receive any Contract amendment requests in writing no later than sixty (60) days prior to the end of the Contract Term.

## SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements--Financial Administration, §_.25, Program Income, and 2 CFR §200.80.

## SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

## SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

## SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall comply with UGMS and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

## SECTION 16. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, , including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.

B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 16 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

## SECTION 17. TRAVEL

Subrecipient shall adhere to 2 CFR §200.474 and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or the State of Texas travel policies under Section 1.408 of the CSBG State Rules. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

## SECTION 18. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

## SECTION 19. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. B.The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. B.Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 19.

D. B.Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

## SECTION 20. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, the certifications attached hereto, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988.

C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

D. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CSBG program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).

## SECTION 21. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

## SECTION 22. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

## SECTION 23. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

## SECTION 24. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.

## SECTION 25. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.

D. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.

E. Subrecipient will include the substance of Section 25 in all subcontracts.

## SECTION 26. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

## SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

## SECTION 28. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA") as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management ("SAM") at www.sam.gov and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 28, in all its subcontracts.

## SECTION 29. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

## SECTION 30. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. If copyrighted materials are developed in the under this Contract, the Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

## SECTION 31. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

## SECTION 32. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

## SECTION 33. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters

**SECTION 34. COMMUNITY ACTION PLAN**

A. As a condition of receipt of funding under the Act, Subrecipient shall submit by October 1st, 2017 to the Department a community action plan including National Performance Indicators ("NPI") for 2018 funding that includes:

1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
3. a description of how funding under this Act will be coordinated with other public and private resources; and,
4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

B. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment to the Department on or before June 1st of every third (3rd) year.

C. Subrecipient must attain previously identified 2017 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2017.

**SECTION 35. USE OF ALCOHOLIC BEVERAGES**

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

**SECTION 36. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

**SECTION 37. ALTERNATIVE DISPUTE RESOLUTION**

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC Section 1.17.

**SECTION 38. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

**SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

**SECTION 40. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

**SECTION 41. NOTICE**

A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young, Director of Community Affairs
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

**As to Subrecipient:**

Hidalgo County, Texas-County of Hidalgo Community Service Agency
PO Box 204
Edinburg, TX 78540
Attention: Jaime Longoria, Executive Director
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: jaime.longoria@co.hidalgo.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

**SECTION 42. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

SECTION 43. APPEALS PROCESS

Subrecipient must establish a denial of service complaint procedure for individuals whose application for service or assistance is denied, terminated or not acted upon in a timely manner in accordance with Section 6.8 the CSBG State Rules.

EXECUTED to be effective on **January 01, 2017**

**SUBRECIPIENT:**

**Hidalgo County, Texas-County of Hidalgo Community Service Agency**
**a political subdivision of the State of Texas**

By:
Title:
Date:

**DEPARTMENT:**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,**
**a public and official agency of the State of Texas**

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61170002636 FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

## ADDENDUM A

## CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Hidalgo County, Texas-County of Hidalgo Community Service Agency**
**a political subdivision of the State of Texas**

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61170002636 FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

## ADDENDUM B

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

*This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.*

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

Hidalgo County, Texas-County of Hidalgo Community Service Agency
2524 N Closner Blvd
Edinburg, TX 785416502

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

**SUBRECIPIENT:**

**Hidalgo County, Texas-County of Hidalgo Community Service Agency**
**a political subdivision of the State of Texas**

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61170002636 FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

## ADDENDUM C

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

**Hidalgo County, Texas-County of Hidalgo Community Service Agency**
**a political subdivision of the State of Texas**

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 61170002636 FOR THE
FY 2017 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

**ADDENDUM D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subgrants, subcontracts and in all solicitations for subgrants and subcontracts:

***"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS***

*(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

*(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

***LOWER TIER PARTICIPANT/SUBCONTRACTOR:***

_____
*[Signature]*
*Printed Name:* _____
*Title:* _____
*Date:* _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

**SUBRECIPIENT:**

**Hidalgo County, Texas-County of Hidalgo Community Service Agency**
**a political subdivision of the State of Texas**

By:
Title:
Date:

Search

Jaime Longoria

Mail | Address Book | Calendar | Tasks | Briefcase | Preferences | Search

Close | Reply | Reply to All | Forward | Delete | Spam | Actions

## Re: Please Review

From: Erin Thorn

To: Jaime Longoria

Cc: Monica Badillo

Dear Mr. Longoria,

Our Office is in receipt of the proposed contract for FY 2017 for the CSBG grant. Upon review, our Office approves as to form.

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

Thank you,
Erin

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 <callto:956%29%20292-7609> EXT. 8182
(956) 292-7619 FAX
erin.thorn@da.co.hidalgo.tx.us

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

On Thu, Jan 19, 2017 at 2:13 PM, Jaime Longoria <jaime.longoria@co.hidalgo.tx.us> wrote:

> Agenda Item has not been created please review attachment.
> Thanks
>
>

**AI-58083** **IT Department** **15. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

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

**Department:** IT DEPARTMENT

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**Information**

**CAPTION**

VARIOUS DEPARTMENTS

Authorization and approval to continue with existing service, purchase new wireless service, change name and deactivate service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

| Qty: | Description: | Department: | User: | Service Plan: | MDN: |
|---|---|---|---|---|---|
| 1 | New Cell Phone | District Attorney | Office Use | Nationwide Unl. Mins. Email&Data @ $69.99 + $5.00 taxes/fees per month | New |
| 6 | New Data Cards | District Attorney | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | New |
| 1 | New Data Card | District Clerks | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | New |
| 1 | Cont. Service for Data Card | District Clerks | Laura Hinojosa / 152692 | 4G Mobile Broadband Unl. @ $37.99 per month | 956-587-1269 |
| 8 | Cont. Service for Data Card | I.T. | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |
| 2 | Cont. Service for Cell Phones | I.T. | Office Use | America's Choice 400 Natl. Share @ $29.99 + $5.00 taxes/fees each per month | LIST attachment |
| 8 | Cont. Data Service for Surveillance Cameras | I.T. | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |
| 52 | Cont. Service for Data Cards | Justice Courts | Office Use | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |

| | | | | | |
|---|---|---|---|---|---|
| 5 | New Cell Phones | Commissioner Pct. 1 | Various (see LIST attachment) | Nationwide Unl. Mins Email&Data Unl+MHS/N&W/M2M/MGS Unl. @ $69.99 + $5.00 taxes/fees each per month | New |
| 6 | Cont. Service for Cell Phones | Fire Marshal | Various (see LIST attachment) | Nationwide Unl. Mins Email&Data Unl+MHS/N&W/M2M/MGS Unl. @ $69.99 + $5.00 taxes/fees each per month | LIST attachment |
| 7 | Cont. Service for Data Cards | Fire Marshal | Various (see LIST attachment) | 4G Mobile Broadband Unl. @ $37.99 per month | LIST attachment |

| Qty: | Description: | Department: | User: | Transfer To: | Service Plan: | MDN: |
|---|---|---|---|---|---|---|
| 1 | Cont. Service for Data Card | County Court #7 | Office Use | N/A | 4G Mobile Broadband Unl. @ $37.99 per month | 956-342-1143 |
| 1 | Name Change | Planning Dept. | Eli Villegas / 185817 | Office Use | Nationwide UNL Min Email & Data @ $115.49 + $5.00 taxes/fees per month | 956-609-5771 |
| 1 | Deactivate Service for Data Card | Fire Marshal | Office Use | N/A | 4G Mobile Broadband Unl. @ $37.99 per month | 956-342-3707 |

**BACKGROUND**

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**Fiscal Impact**

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

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

**BUDGETARY IMPACT:**

Several Accounts:
7-1281-412-00-080-012-7-532
7-1100-412-00-080-002-0-532
7-1100-412-00-090-001-0-532
7-1100-422-10-300-001-0-532
7-1100-419-10-210-001-0-532
7-1100-412-00-027-001-0-532
7-1200-431-00-121-004-0-532
7-1200-431-00-121-004-0-610

7-1100-415-00-200-001-0-532
7-1100-415-00-200-002-0-532
7-1242-412-00-060-001-0-532
7-1100-415-00-200-001-0-532

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**Attachments**

District Attorney backup
District Clerk backup
Fire Marshal backup
Planning Dept. backup
County Court #7 backup
Comm. Pct. 1 backup
IT backup 8 datacards
IT backup 8 cameras
Justice Courts backup
LIST
IT backup 2 cellphones
DA

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 11:54 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Griselda Salazar Started On: 01/18/2017 08:22 AM
Final Approval Date: 02/02/2017

# 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: _____

Department: DA'S office Dept#: 080-002

Quantity: 6

Service: $ 37.99 /mo (x) 12 months = $227.94 Account: 7-1100-412-00-080-002-0 -532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $21735.28 Requisition Number: _____

Pending C/C Approval of Agenda Item No. 57963

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Rosalinda Cantu Rosalinda Cantu 01/06/17

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 46 Mobile Broadband Uni. @ $37.99 each per 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/slsg/article/0,,id=167154,00.html, EXAMPLE 2.*

Revised: 03/09/2011

**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

| | |
|---|---|
| *Date:* | January 6, 2017 |
| *Customer Name:* | Hidalgo County DA |
| *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.*

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

**WIRELESS PROPOSAL FOR: Hidalgo County DA**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 1716094814
DATE 1/6/2017
TERM Annual (12 Months)


## 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 | 6 | $37.99 | | N | Unlimited | | $0.00 | $227.94 | $2,735.28 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 6 | | | | | | | $227.94 | $2,735.28 |

| 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)]** $2,735.28

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

## EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|---|---|---|---|
| Verizon AC791L (PP $19.99+) | 6 | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | 6 | | $0.00 |

| DEVICE | 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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $227.94 | $2,735.28 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $2,735.28 |

| 1Q17 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 1716094814

**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 01/03/2017*

**DATE:** January 5, 2017

**2017**
Transfer

AI- 57963

**DEPARTMENT HEAD:** Ricardo Rodriguez, Jr., Criminal District Attorney

**DEPARTMENT NAME:** District Attorney's Office

**ACCOUNT NUMBER:** 7-1100-412-00-080-002-0-XXX

**Contact Person:** Obdett Calzada **Ph#:** (956) 292-7604 Ext. 8086

**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 |
|---|---|---|---|---|
| 610 | GENERAL SUPPLIES | 660 | FURN & EQUIP CNTRLD | 6,400.00 |
| 610 | GENERAL SUPPLIES | 532 | WIRELESS DEVICES | 2,800.00 |
| 780 | CAPITAL LEASES | 430 | REPAIR & MAINT SRV | 1,500.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL | $ 10,700.00 |

**REASON:**
Transfer needed to fund the purchase of computer equipment for new hires, verizon data cards and services for Ricoh machines currently on contract.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

# 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#_____ Signature: Laura Hinojosa

Department: District Clerk Dept#: 090

Quantity: 1

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 7-1100-412-00-090-001-0- **-532**

Service: $_____/mo (x) ____ months = _____ Account:_____ **-619/664**

**Requisition Total:** $455.88 **Requisition Number:** 312630

**STIPEND**

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ **-532**

**Total:**_____

**(2) Elected Official/Department Head Authorization for Request:**

| Laura Hinojosa | Laura Hinojosa | 1/18/17 |
|---|---|---|
| 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 Unl @$37.99 per 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 # 00312630

PO # 755042
Date: 01/13/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

**Contact:** STEPHANIE
956-318-2200

**Contract No:** DIR-TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3415, EXP 04/27/2020<br>DO NOT DUPLICATE ORDER | | |
| 12.00 | EACH | CO Verizon Wireless Data Card for Office Use<br>Model #: MiFi 4510L<br>Monthly Service Amount: $37.99<br><br>P.O. to cover Jan. 2017 - Dec. 2017 | 37.99 | 455.88 |
| | . | Account No | Encumbrance | |
| | | 7-1100-412-00-090-001-0-532 | 455.88 | |
| | | | Freight | .00 |
| | | | Total | 455.88 |

**Authorized By:** _____

## WIRELESS DATA PLANS

| Mobile BroadbandAccess for Texas Flat Rate Data Plan | |
|---|---|
| The data plan below reflects the monthly access charge discount. No additional discounts apply. | |
| | Mobile Broadband Access Only |
| Monthly Access Fee | $37.99 |
| Domestic Data Allowance for Email and Internet/Intranet Browsing | Flat Rate |
| Overage Rate Per GB | NA |
| National-Access Roaming | $0.002 per Kilobyte |
| Domestic Long Distance[1] | Included |
| **Notes:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Should a subscriber exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month. Mobile Iron is not available on these plans or on a standalone basis. | |

| Public Sector Mobile Broadband Share Plans: Government Subscribers Only | | | |
|---|---|---|---|
| The data plans below reflect the monthly access charge discount. No additional discounts apply. | | | |
| Public Sector Mobile Broadband | 5 Gigabytes (90237) | 10 Gigabytes (90240) | 20 Gigabytes (90241) |
| Monthly Access Charge | $34.99 | $59.99 | $99.99 |
| Shared Domestic Data Allowance | 5GB | 10GB | 20GB |
| Overage Per Gigabyte | $8.00 Per Gigabyte | | |
| NationalAccess Roaming | $0.002 per Kilobyte | | |
| **Notes:** This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing**: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis. | | | |

| Mobile Broadband Share Plans: Government Subscribers Only | | | |
|---|---|---|---|
| The data plans below reflect the monthly access fee discount. No additional discounts apply. | | | |
| Mobile Broadband Share Plans: | 1 Gigabyte | 2 Gigabyte | 5 Gigabytes |
| Monthly Access Fee | $17.00 | $23.00 | $35.00 |
| Domestic Data Allowance Per Month | 1 GB | 2 GB | 5 GB |
| Domestic Overage Rate Per Gigabyte | $10.00 ($0.0000095 per Kilobyte) | | |
| International Roaming | $0.002 per Kilobyte | | |
| **Notes:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Sharing is available only among Mobile Broadband users in the same profile. Mobile Iron is not available on these plans or on a standalone basis. | | | |

# Requisition

Req # 00310596

PO #

Date: 12/14/16

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** FIRE MARSHAL
1903 NORTH KNIGHTS DRIVE
PHARR TX 78577

**Contact:** ELIZABETH
956-318-2656

**Contract No:**

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | STATE OF TEXAS CONTRACT NO: DIR-TSO-3415<br>EXPIRES 04/27/2020<br>DO NOT DUPLICATE ORDER | | |
| 12.00 | EACH | NATIONWIDE UNLIMITED MIN EMAIL&DATA UNL+MHS/N&W/M2M/MSG UNL $69.99 | 419.94 | 5,039.28 |
| 12.00 | EACH | 4G MOBILE BROADBAND UNLIMITED $37.99 | 265.93 | 3,191.16 |
| 12.00 | EACH | FEES AND SURCHARGES | 30.00 | 360.00 |
| | | Account No | Encumbrance | |
| | | 7-1100-422-10-300-001-0-532 | 8,590.44 | |
| | | | Freight | .00 |
| | | | Total | 8,590.44 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# 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: 1 Phone | |
| ☒ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Homero Garza Employee ID# 214060 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 929-6497

Service: $ 69.99 /mo (x) 12 months = $839.88 Account: 7-1100-422-10-300-001-0 -532

Service: $ 5 /mo (x) 12 months = 60.00 Account: 7-1100-422-10-300-001-0 ~~619/664~~ 532

Requisition Total: $8590.44 Requisition Number: 00310596

**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] | Homero Garza | 12/14/2016 |
|---|---|---|
| Signature | Print Name | Date |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| | | |
|---|---|---|
| Signature | Print Name | Date |

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins. / Email / Data
Unl + MMS / M&W / M2M / MSG Unl. @ $69.99 + 5.00 per 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

# 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: 1 Phone | |
| ☒ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Eric Sanchez Employee ID# 193593 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 289-3873

Service: $ 69.99/mo (x) 12 months = $839.88 Account: 7-1100-422-10-300-001-0-532

Service: $ 5.00/mo (x) 12 months = $60.00 Account: 7-1100-422-10-300-001-0-~~619/664~~ 532

Requisition Total: $8590.44 Requisition Number: 00310596

**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] | Homero Garcia | 12/14/2016 |
|---|---|---|
| Signature | Print Name | Date |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| | | |
|---|---|---|
| Signature | Print Name | Date |

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl. + MHS/MEW/M2M/MSG Unl. @$69.99 + 5.00/mo

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: | |
| ☒ Plan Change | Iphone | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Vacant deputy position Employee ID# N/A Signature:_____

Department: Fire Marshal Dept#:_____

Quantity: 1 (956) 227-7024

Service: $ 69.99/mo (x) 12 months = $839.88 Account: 7-1100-422-10-300-001-0 -532

Service: $ 5.00/mo (x) 12 months = $60.00 Account: 7-1100-422-10-300-001-0 -619/664

**Requisition Total:** $8590.44 **Requisition Number:** 00310596

**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] | Homero Garcia | 12/14/2016 |
|---|---|---|
| Signature | Print Name | Date |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| | | |
|---|---|---|
| Signature | Print Name | Date |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Nationwide Unl. Mins Email & Data Unl. + MMS/MGW/M2M/MSG Unl @ $69.99 15.00/mo

**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**

Office Use / Employee: Victor Ramirez Employee ID# 201103 Signature: V. R

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 389-3857

Service: $ 109.99 /mo (x) 12 months = 839.88 Account: 7-1100-422-10-300-001-0-532

Service: $ 5.00 /mo (x) 12 months = $60.00 Account: 7-1100-422-10-310-001-0-619/664

Requisition Total: $859.44 Requisition Number: 00310596

**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 |
|---|---|---|
| | Homero Gamez | 12/14/2010 |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| Signature | Print Name | Date |
|---|---|---|
| | | |

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Min. Email & Data Unl. + MMS/New Resi/MSG Unl. @ $109.99 + 5.00 /MO

**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**

Office Use / Employee: Medardo Villarreal Employee ID# 202541 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 929-6675

Service: $69.99 /mo (x) 12 months = $839.88 Account: 7-1100-422-10-300-001-0-532

Service: $ 5.00 /mo (x) 12 months = $60.00 Account: 7-1100-422-10-300-001-0 -619/664

Requisition Total: $8590.44 Requisition Number: 00310596

**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] | Homero Garza | 12/14/2016 |
|---|---|---|
| Signature | Print Name | Date |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| | | |
|---|---|---|
| Signature | Print Name | Date |

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Data & Email
Unl. + MHS/ NEW/ M2M/MSA Unl. @ $69.99 + 5.00/mo

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**

Office Use / Employee: John Franz Employee ID# 20073 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1. (956) 393-1848

Service: $ 69.99/mo (x) 12 months = $839.88 Account: 7-1100-422-10-300-001-0-532

Service: $ 500/mo (x) 12 months = $60.00 Account: 7-1100-422-10-300-001-0-619/664

Requisition Total: $ 8590.44 Requisition Number: 00310596

**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] | [signature] | 12/14/2016 |
|---|---|---|
| Signature | Print Name | Date |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| | | |
|---|---|---|
| Signature | Print Name | Date |

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl Mins Email & Data Unl + MHS/NEW/M2M/MSG Unl @ $69.99 + 5.00/mo

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: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Eric Sanchez Employee ID# 193593 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 342-2162

Service: $ 31.99 /mo (x) 12 months = $ 455.88 Account: 7-1100-422-16-300-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

**Requisition Total:** $ 8590.44 **Requisition Number:** 00316596

**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] Signature | Homero Garcia Print Name | 12/14/2016 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | _____ Print Name | _____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $31.99 /mo

**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: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Victor Ramirez Employee ID# 20103 Signature: V. Ramirez

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 342-2165

Service: $ 37.99 /mo (x) 12 months = $455.88 Account: 7-1100-422-10-300-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $ 8590.44 Requisition Number: 00316596

**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 12/14/2010

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 46 Mobile Broadband Unl @ $37.99/mo

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: |
|---|---|---|
| X Office Use *or* ☐ Individual | X Data Card | ☐ Cellular Telephone $50/mo |
| ☐ Name Change | ☐ Blackberry | ☐ Data Pad $25/mo |
| X Equipment Change | ☐ Other: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

(Office Use) / Employee: Vacant position (neutu) Employee ID#: N/A Signature: _____

Department: Fire Marshal Dept#: 300

Quantity: 1. (956) 342-2607

Service: $37.99/mo (x) 12 months = $455.88 Account: 7-1100-422-10-300-0001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

**Requisition Total:** $ 8590.44 **Requisition Number:** 00310596

**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] Veronica Garcia 12/14/2014

Signature | Print Name | Date

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

_____ _____ _____

Signature | Print Name | Date

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** HB Verizon Broadband Unl. @ $37.99/mo

**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: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Medardo Villarreal Employee ID# 202541 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 C956 / 342-3895

Service: $37.99 /mo (x) 12 months = $455.88 Account: 7-1100-422-10-300-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $8590.44 Requisition Number: 00310596

**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] Signature | Shannon Baker Print Name | 12/14/2016 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature | _____ Print Name | _____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: UG Mobile Broadband Uni. @ $37.99 /mo

**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: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: John Franz Employee ID# 201073 Signature: [signature]

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 929-2652

Service: $37.99/mo (x) 12 months = $455.88 Account: 7-1100 422-10-300-001-0-532

Service: $____/mo (x) ____ months = ____ Account: _____-619/664

Requisition Total: $8590.44 Requisition Number: 00310596

**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 |
|---|---|---|
| [signature] | Homero Garcia | 12/14/2016 |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| Signature | Print Name | Date |
|---|---|---|
| | | |

(4) IT DEPARTMENT ONLY:

Service Type Codes: 40 Mobile Broadband Line @ $37.99/mo

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: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 342-3939

Service: $ 37.99 /mo (x) 12 months = $455.88 Account: 7-1160-42210-300-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $8590.44 Requisition Number: 00310596

**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 |
|---|---|---|
| [signature] | Homero Ojeda | 12/14/2016 |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| Signature | Print Name | Date |
|---|---|---|
| | | |

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $37.99 /mo

**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: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Homero Garza Employee ID# 214060 Signature:

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 342-3675

Service: $37.99/mo (x) 12 months = $455.88 Account: 7-1101-422-10-300-001.a -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $8590.44 Requisition Number: 00310596

**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 Homero Garza Print Name 12/14/2016 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 46 Mobile Broadband Unl. @37.99 /mo

**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: | |
| ☐ Plan Change | | |
| ☒ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Office use Employee ID# N/A Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1 (956) 342-3707

Service: $37.94/mo (x) 12 months = $455.88 Account: N/A -532

Service: $____/mo (x) ____ months = ____ Account:_____-619/664

Requisition Total:_____ Requisition Number:_____

**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 |
|---|---|---|
| [signature] | Homero Ganza | 12/14/2016 |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| Signature | Print Name | Date |
|---|---|---|
| | | |

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate service for 956-342-3707

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=167164,00.html, EXAMPLE 2.*

Revised: 03/09/2011

**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

| | |
|---|---|
| ***Date:*** | January 4, 2017 |
| ***Customer Name:*** | Hidalgo County Fire Marshal's Office |
| ***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.*

**STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415**
**WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT**

QUOTE ID 1714080639
DATE 1/4/2017
TERM Annual (12 Months)
PAGE 1 of 2

**WIRELESS PROPOSAL FOR: Hidalgo County Fire Marshal's Office**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

## 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 |
|---|---|---|---|---|---|---|---|---|
| NATIONWIDE UNLIMITED MINS EMAIL&DATA UNL+KHS NAW/M2M/MSG UNL $69.99 | 6 | $69.99 | Unlimited | Unlimited | Flex | NA | $419.94 | $5,039.28 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | 6 | | | | | | $419.94 | $5,039.28 |

| 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 | 7 | $37.99 | N | Unlimited | $0.00 | $265.93 | $3,191.16 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | 7 | | | | | $265.93 | $3,191.16 |

| 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) | $8,230.44**

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 |
|---|---|---|---|
| | | $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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM ( Annual (12 Months) ]: | $685.87 | $8,230.44 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $8,230.44 |

| 1Q17 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 1714C80639

**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 01/03/2017*

# 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 | | |

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON-(956)609-5771

Office Use / Employee: Eli Villegas Employee ID# 185817 Signature: X

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 8 months = $923.92 Account: 6-1100-419-10-210-001-0- -532

Service: $ 5.00 /mo (x) 8 months = $ 40.00 Account: 6-1100-419-10-210-001-0- 532 ~~-619/664~~

**Requisition Total:** $8,305.68 **Requisition Number:** Req #311874

**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 |
|---|---|---|
| | Jorge J Garcia | 1/10/17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| | Valde Guerra | 1/10/17 |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Name change to Office Use

**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:** |
|---|---|---|
| [X] Office Use *or* [ ] Individual | [ ] Data Card | [ ] Cellular Telephone $50/mo |
| [ ] Name Change | [ ] Blackberry | [ ] Data Pad $25/mo |
| [ ] Equipment Change | [X] Other: Iphone | |
| [ ] Plan Change | | |
| [ ] Delete Service | | |

Nationwide UNL Min+Email & Data **COUNTY OWNED WIRELESS DEVICE** VERIZON-(956)609-5771

Office Use / Employee: OFFICE USE Employee ID# N/A Signature: X

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 8 months = $923.92 Account: 6-1100-419-10-210-001-0- 532

Service: $ 5.00 /mo (x) 8 months = $40.00 Account: 6-1100-419-10-210-001-0- ~~619/664~~ 532

**Requisition Total:** $8,305.68 **Requisition Number:** Req #311874

**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 |
|---|---|---|
| | Tomas J. Arredondo | 1-9-17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| | Valde Guerra | 1/10/17 |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Name Change to Office Use

**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: | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: County Court #7 Employee ID# _____ Signature: _____

Department: CC#7 Dept#: 027

Quantity: 1

Service: $37.99/mo (x) 12 months = 455.88 Account: 7-1100-412-00-027-001-0-532

Service: $_____/mo (x)_____ months = _____ Account: _____ 619/664

Requisition Total: _____ Requisition Number: _____

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x)_____ months = _____ Account: _____ 532

Total: _____

**(2) Elected Official/Department Head Authorization for Request:**

Sergio Valdez — Signature

Sergio Valdez — Print Name

1-27-17 — Date

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

_____ Signature _____ Print Name _____ Date

**(4) IT DEPARTMENT ONLY:**

Service Type Codes: 4G Mobile Broadband Unit @ $37.99/mo

**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 Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

| | |
|---|---|
| ***Date:*** | January 26, 2017 |
| ***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.*

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

**WIRELESS PROPOSAL FOR: Hidalgo County**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 17126153539
DATE 1/26/2017
TERM Annual (12 Months)


## 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 | 1 | $37.99 | N | Unlimited | $0.00 | $37.99 | $455.88 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | 1 | | | | | $37.99 | $455.88 |

| 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)] $455.88**

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

## EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|---|---|---|---|
| Verizon AC791L (PP $19.99+) | 1 | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | 1 | | $0.00 |

| DEVICE | 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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $37.99 | $455.88 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $455.88 |

| 1Q17 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 17126153539

**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 Wirelass.

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 01/03/2017**

# 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**

Office Use / Employee: Jose Cabeza De Vaca Employee ID# 207837 Signature: [signature]

Department: Comm. Pct. 1 Dept#: 121

Quantity: 1

Service: $ 69.99 /mo (x) 11 months = 769.89 Account: 7-1200-431-00-121-004-0 -532

Service: $ 5.00 /mo (x) 11 months = 55.00 Account: 7-1200-431-00-121-004-0 - 610

Requisition Total: 824.89 Requisition Number: 312973

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

| [signature] | Dewid Fuentes | 1/19/17 |
|---|---|---|
| Signature | Print Name | Date |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| | | |
|---|---|---|
| Signature | Print Name | Date |

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl. + MHS NEW / N2M / MSG Unl. @ $109.99 + 5.00/mo

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**

Office Use / Employee: David Suarez Employee ID# 098086 Signature: David S

Department: Comm. Pct. 1 Dept#: 121

Quantity: 1

Service: $ 69.99 /mo (x) 11 months = 769.89 Account: 7-1200-431-00-121-004-0 -532

Service: $ 5.00 /mo (x) 11 months = 55.00 Account: 7-1200-431-00-121-004-0 610

Requisition Total: 824.89 Requisition Number: 312973

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ ____ /mo (x) ____ months = 0.00 Account: _____ -532

Total: _____

**(2) Elected Official/Department Head Authorization for Request:**

| Signature | Print Name | Date |
|---|---|---|
| D [signature] | David Fuentes | 1/19/17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| | | |

**(4) IT DEPARTMENT ONLY:**

Service Type Codes: Nationwide Unl. Mins. Email & Data Unl. + MAS New / N2M / MSG Unl. @ $69.99 + 5.00/mo

**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**

Office Use / Employee: Amy Saenz-Smith Employee ID# 219347 Signature: Amy Saenz-Smith

Department: Comm. Pct. 1 Dept#: 121

Quantity: 1

Service: $ 69.99 /mo (x) 11 months = 769.89 Account: 7-1200-431-00-121-004-0 -532

Service: $ 5.00 /mo (x) 11 months = 55.00 Account: 7-1200-431-00-121-004-0 610

**Requisition Total:** 824.89 **Requisition Number:** 312973

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -532

**Total:** _____

**(2) Elected Official/Department Head Authorization for Request:**

| Signature | Print Name | Date |
|---|---|---|
| D Ozuna | David Fuentes | 1/19/17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| | | |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Nationwide Unl. Txts. Email & Data Unl. + CLHS News/M2M/MSG Unl. @ $109.99 15.00

**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**

Office Use / Employee: David Fuentes Employee ID# 219355 Signature: D Ozuna

Department: Comm. Pct. 1 Dept#: 121

Quantity: 1

Service: $ 69.99 /mo (x) 11 months = 769.89 Account: 7-1200-431-00-121-004-0 -532

Service: $ 5.00 /mo (x) 11 months = 55.00 Account: 7-1200-431-00-121-004-0 610

**Requisition Total:** 824.89 **Requisition Number:** 312973

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -532

**Total:** _____

**(2) Elected Official/Department Head Authorization for Request:**

D Ozuna — David Fuentes — 1/19/17

Signature | Print Name | Date

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

_____ — _____ — _____

Signature | Print Name | Date

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Nationwide Unl. Mins. Email & Data Unl. + LHIS News/Mail/Lisa Unl. @ $109.99 to /mo

**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**

Office Use / Employee: Saul Garcia Employee ID# 084034 Signature: [signature]

Department: Comm. Pct. 1 Dept#: 121

Quantity: 1

Service: $ 69.99 /mo (x) 11 months = 769.89 Account: 7-1200-431-00-121-004-0 -532

Service: $ 5 /mo (x) 11 months = 55.00 Account: 7-1200-431-00-121-004-0 610

**Requisition Total:** 824.89 **Requisition Number:** 312973

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $ _____ /mo (x) ____ months = 0.00 Account: _____ -532

**Total:** _____

**(2) Elected Official/Department Head Authorization for Request:**

| [signature] | David Fuentes | 1/19/17 |
|---|---|---|
| Signature | Print Name | Date |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| | | |
|---|---|---|
| | | |
| Signature | Print Name | Date |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Nationwide Unl. Mins. Email & Data Unl. + MHS NEW/M2M/MSG Unl. @ $69.99 + 5.00 per 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 # 00312973

PO #
Date: 01/19/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

**Contact:** AMY/SG
956-968-8733

**Contract No:** DIR-TSO-3415

Special Instructions:
AA46

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3415 EXP: 4-27-20<br>DO NOT DUPLICATE ORDER | | |
| 11.00 | MONTH | CO CUSTOM VOICE, DATA AND TEXT SMARTPHONE PLAN - MONTHLY ACCESS CHARGE $ 69.99 FOR AMY SAENZ-SMITH. | 69.99 | 769.89 |
| 11.00 | MONTH | CO CUSTOM VOICE, DATA AND TEXT SMARTPHONE PLAN - MONTHLY ACCESS CHARGE $ 69.99 FOR JOSE CABEZA DE VACA. | 69.99 | 769.89 |
| 11.00 | MONTH | CO CUSTOM VOICE, DATA AND TEXT SMARTPHONE PLAN - MONTHLY ACCESS CHARGE $ 69.99 FOR SAUL GARCIA. | 69.99 | 769.89 |
| 11.00 | MONTH | CO CUSTOM VOICE, DATA AND TEXT SMARTPHONE PLAN - MONTHLY ACCESS CHARGE $ 69.99 FOR DAVID SUAREZ. | 69.99 | 769.89 |
| 11.00 | MONTH | CO CUSTOM VOICE, DATA AND TEXT SMARTPHONE PLAN - MONTHLY ACCESS CHARGE $ 69.99 FOR DAVID FUENTES. | 69.99 | 769.89 |
| 11.00 | MONTH | CO MONTHLY SERVICE FEE'S $ 5.00 FOR AMY SAENZ-SMITH | 5.00 | 55.00 |
| 11.00 | MONTH | CO MONTHLY SERVICE FEE'S $ 5.00 FOR JOSE CABEZA DE VACA | 5.00 | 55.00 |
| 11.00 | MONTH | CO MONTHLY SERVICE FEE'S $ 5.00 FOR SAUL GARCIA | 5.00 | 55.00 |
| 11.00 | MONTH | CO MONTHLY SERVICE FEE'S $ 5.00 FOR DAVID SUAREZ | 5.00 | 55.00 |
| 11.00 | EACH | CO MONTHLY SERVICE FEE'S $ 5.00 FOR DAVID FUENTES | 5.00 | 55.00 |
| | | Account No | Encumbrance | |
| | | | Freight | .00 |
| | | | Total | 4,124.45 |
| | | VERIZON WIRELESS | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

**WIRELESS PROPOSAL FOR: Hidalgo County**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 17126153056
DATE 1/26/2017
TERM Annual (12 Months)


## 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 |
|---|---|---|---|---|---|---|---|---|
| NATIONWIDE UNLIMITED MINS EMAIL&DATA UNL+MHS N&W/M2M/MSG UNL $69.99 | 5 | $69.99 | Unlimited | Unlimited | Flex | NA | $349.95 | $4,199.40 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | $0.00 | $0.00 |
| | 5 | | | | | | $349.95 | $4,199.40 |

| RATE PLAN - MOBILE BROADBAND | Line Count | Discounted Monthly Access | Included TEXT / PIX / FLIX | Included Data | 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 |

| 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) ]: $4,199.40**

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

## EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|---|---|---|---|
| iPhone 6s 32GB (PP $19.99+, plus required BB/PDA bolt on feature.) | 5 | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | 5 | | $0.00 |

| DEVICE | 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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $349.95 | $4,199.40 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $4,199.40 |

| 1Q17 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 17126153056

**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 01/03/2017**

# 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#: — Signature: —

Department: I.T. Dept#: 200

Quantity: 8

Service: $ 38.99 /mo (x) 12 months 3647.04 Account: 7-1100-415-00-200-0001-0532

Service: $ ____ /mo (x) ____ months = ____ Account: ____-619/664

Requisition Total: 3647.04 Requisition Number: 312565

**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 |
|---|---|---|
| | Reran Ramirez | 1/25/17 |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| Signature | Print Name | Date |
|---|---|---|
| | Valde Guerra | 1/25/17 |

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $37.99 each per 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 # 00312565

PO #
Date: 01/13/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

**Contact:** Griselda
956-292-7010

**Contract No:** DIR-TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3415 EXP. 4/27/2020<br>I.T. Dept. Data Cards<br>DO NOT DUPLICATE ORDER | | |
| 12.00 | MONTH | Open PO for 8 Office Use Data Cards<br>Unlimited Data Plan @ $37.99 each per month | 303.92 | 3,647.04 |
| | | Account No | Encumbrance | |
| | | 7-1100-415-00-200-001-0-532 | 3,647.04 | |
| | | | Freight | .00 |
| | | | Total | 3,647.04 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

***Date:*** January 26, 2017

***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.*

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

**WIRELESS PROPOSAL FOR: Hidalgo County**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 17126153539
DATE 1/26/2017
TERM Annual (12 Months)


## 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 | 1 | $37.99 | | N | Unlimited | | $0.00 | $37.99 | $455.88 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 1 | | | | | | | $37.99 | $455.88 |

| 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)] $455.88**

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

## EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|---|---|---|---|
| Verizon AC791L (PP $19.99+) | 1 | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | 1 | | $0.00 |

| DEVICE | 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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $37.99 | $455.88 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $455.88 |

| 1Q17 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 17126153539

**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 01/03/2017**

## WIRELESS DATA PLANS

| Mobile BroadbandAccess for Texas Flat Rate Data Plan | |
|---|---|
| The data plan below reflects the monthly access charge discount. No additional discounts apply. | |
| | Mobile Broadband Access Only |
| Monthly Access Fee | $37.99 |
| Domestic Data Allowance for Email and Internet/Intranet Browsing | Flat Rate |
| Overage Rate Per GB | NA |
| National-Access Roaming | $0.002 per Kilobyte |
| Domestic Long Distance[1] | Included |
| **Notes:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Should a subscriber exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month. Mobile Iron is not available on these plans or on a standalone basis. | |

| Public Sector Mobile Broadband Share Plans: Government Subscribers Only | | | |
|---|---|---|---|
| The data plans below reflect the monthly access charge discount. No additional discounts apply. | | | |
| Public Sector Mobile Broadband | 5 Gigabytes (90237) | 10 Gigabytes (90240) | 20 Gigabytes (90241) |
| Monthly Access Charge | $34.99 | $59.99 | $99.99 |
| Shared Domestic Data Allowance | 5GB | 10GB | 20GB |
| Overage Per Gigabyte | $8.00 Per Gigabyte | | |
| NationalAccess Roaming | $0.002 per Kilobyte | | |
| **Notes:** This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis. | | | |

| Mobile Broadband Share Plans: Government Subscribers Only | | | |
|---|---|---|---|
| The data plans below reflect the monthly access fee discount. No additional discounts apply. | | | |
| Mobile Broadband Share Plans: | 1 Gigabyte | 2 Gigabyte | 5 Gigabytes |
| Monthly Access Fee | $17.00 | $23.00 | $35.00 |
| Domestic Data Allowance Per Month | 1 GB | 2 GB | 5 GB |
| Domestic Overage Rate Per Gigabyte | $10.00 ($0.0000095 per Kilobyte) | | |
| International Roaming | $0.002 per Kilobyte | | |
| **Notes:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Sharing is available only among Mobile Broadband users in the same profile. Mobile Iron is not available on these plans or on a standalone basis. | | | |

# 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: Data Serv Cameras | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Office Use Employee ID#: — Signature: —

Department: I.T. Dept#: 200

Quantity: 8

Service: $31.99/mo (x) 12 months = 3047.04 Account: 7-1100415-00-200-002-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: 3047.04 Requisition Number: 3128418

**STIPEND**

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

_____ Renan Ramirez 1/25/17

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: HG Mobile Broadband Unl @ $31.99 each per 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=167164,00.html, EXAMPLE 2.*

Revised: 03/09/2011

# Requisition

Req # 00312848

PO #
Date: 01/18/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

**Contact:** Griselda
956-292-7010

**Contract No:** DIR-TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3415 EXP:4/27/2020<br>CONSTABLES 1, 2, 3 & 4<br>Data Serivice for Surveillance Cameras<br>DO NOT DUPLICATE ORDER | | |
| 12.00 | MONTH | Open PO for 8 4G Mobile Broadband Unl.<br>$37.99 (cost) X 8 (data service) = $303.92 per month | 303.92 | 3,647.04 |
| | | Account No | Encumbrance | |
| | | | Freight | .00 |
| | | | Total | 3,647.04 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

| | |
|---|---|
| ***Date:*** | January 26, 2017 |
| ***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/telephonyWireless.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.*

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

**WIRELESS PROPOSAL FOR: Hidalgo County**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 17126153539
DATE 1/26/2017
TERM Annual (12 Months)


## 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 | 1 | $37.99 | | N | Unlimited | | $0.00 | $37.99 | $455.88 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 1 | | | | | | | $37.99 | $455.88 |

| 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) ]** $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

## EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|---|---|---|---|
| Verizon AC791L (PP $19.99+) | 1 | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | 1 | | $0.00 |

| DEVICE | 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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $37.99 | $455.88 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $455.88 |

| 1Q17 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 17126153539

**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 01/03/2017**

## WIRELESS DATA PLANS

| Mobile BroadbandAccess for Texas Flat Rate Data Plan | |
|---|---|
| The data plan below reflects the monthly access charge discount. No additional discounts apply. | |
| | Mobile Broadband Access Only |
| Monthly Access Fee | $37.99 |
| Domestic Data Allowance for Email and Internet/Intranet Browsing | Flat Rate |
| Overage Rate Per GB | NA |
| National-Access Roaming | $0.002 per Kilobyte |
| Domestic Long Distance[1] | Included |
| **Notes:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Should a subscriber exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month. Mobile Iron is not available on these plans or on a standalone basis. | |

| Public Sector Mobile Broadband Share Plans: Government Subscribers Only | | | |
|---|---|---|---|
| The data plans below reflect the monthly access charge discount. No additional discounts apply. | | | |
| Public Sector Mobile Broadband | 5 Gigabytes (90237) | 10 Gigabytes (90240) | 20 Gigabytes (90241) |
| Monthly Access Charge | $34.99 | $59.99 | $99.99 |
| Shared Domestic Data Allowance | 5GB | 10GB | 20GB |
| Overage Per Gigabyte | $8.00 Per Gigabyte | | |
| NationalAccess Roaming | $0.002 per Kilobyte | | |
| **Notes:** This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis. | | | |

| Mobile Broadband Share Plans: Government Subscribers Only | | | |
|---|---|---|---|
| The data plans below reflect the monthly access fee discount. No additional discounts apply. | | | |
| Mobile Broadband Share Plans: | 1 Gigabyte | 2 Gigabyte | 5 Gigabytes |
| Monthly Access Fee | $17.00 | $23.00 | $35.00 |
| Domestic Data Allowance Per Month | 1 GB | 2 GB | 5 GB |
| Domestic Overage Rate Per Gigabyte | $10.00 ($0.0000095 per Kilobyte) | | |
| International Roaming | $0.002 per Kilobyte | | |
| **Notes:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Sharing is available only among Mobile Broadband users in the same profile. Mobile Iron is not available on these plans or on a standalone basis. | | | |

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| International Roaming | $0.002 per Kilobyte | | |
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# 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#: ____ Signature: ____

Department: Justice Court Dept#: 060

Quantity: 52

Service: $ 1915.48 /mo (x) 12 months = 23705.76 Account: 7-1242-412-00-060-001-0 -532

Service: $ ____ /mo (x) ____ months = ____ Account: ____ -619/664

Requisition Total: 23,705.76 Requisition Number: 3126606

**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 |
|---|---|---|
| | Roman Ramirez | 1/13/17 |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| Signature | Print Name | Date |
|---|---|---|
| | Valde Guerra | 1/25/17 |

(4) IT DEPARTMENT ONLY:

Service Type Codes: 46 Monile Broad Band Unl. @ $37.99 each per 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/slsg/article/0,,id=167154,00.html, EXAMPLE 2.*

Revised: 03/09/2011

# Requisition

Req # 00312566

PO #

Date: 01/13/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

**Contact:** Griselda
956-292-7010

**Contract No:** DIR-TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3415 EXP. 4/27/2020<br>Justice Court Data Cards<br>DO NOT DUPLICATE ORDER | | |
| 12.00 | MONTH | Open PO for 52 Office Use<br>Unlimited Data Plan @ $37.99 each per month | 1,975.48 | 23,705.76 |
| | | Account No | Encumbrance | |
| | | | Freight | .00 |
| | | | Total | 23,705.76 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

***Date:*** January 26, 2017

***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.*



STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID 17126153539
DATE 1/26/2017
TERM Annual (12 Months)
PAGE 1 of 2

## WIRELESS PROPOSAL FOR: Hidalgo County

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

## 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 | 1 | $37.99 | N | Unlimited | $0.00 | $37.99 | $455.88 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | | $0.00 | | | | $0.00 | $0.00 |
| | 1 | | | | | $37.99 | $455.88 |

| 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) ] $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

## EQUIPMENT AND ACCESSORIES

| QUARTERLY DEVICE PROMOTIONS | Line Count | Cost per Unit | Subtotal |
|---|---|---|---|
| Verizon AC791L (PP $19.99+) | 1 | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | 1 | | $0.00 |

| DEVICE | 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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $37.99 | $455.88 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $455.88 |

| 1Q17 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 17126153539

**Additional Notes:**

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
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**Updated 01/03/2017**

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| Overage Rate Per GB | NA |
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|---|---|---|---|
| The data plans below reflect the monthly access fee discount. No additional discounts apply. | | | |
| Mobile Broadband Share Plans: | 1 Gigabyte | 2 Gigabyte | 5 Gigabytes |
| Monthly Access Fee | $17.00 | $23.00 | $35.00 |
| Domestic Data Allowance Per Month | 1 GB | 2 GB | 5 GB |
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| Shared Domestic Data Allowance | 5GB | 10GB | 20GB |
| Overage Per Gigabyte | $8.00 Per Gigabyte | | |
| NationalAccess Roaming | $0.002 per Kilobyte | | |
| **Notes:** This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing**: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis. | | | |

| Mobile Broadband Share Plans: Government Subscribers Only | | | |
|---|---|---|---|
| The data plans below reflect the monthly access fee discount. No additional discounts apply. | | | |
| Mobile Broadband Share Plans: | 1 Gigabyte | 2 Gigabyte | 5 Gigabytes |
| Monthly Access Fee | $17.00 | $23.00 | $35.00 |
| Domestic Data Allowance Per Month | 1 GB | 2 GB | 5 GB |
| Domestic Overage Rate Per Gigabyte | $10.00 ($0.0000095 per Kilobyte) | | |
| International Roaming | $0.002 per Kilobyte | | |
| **Notes:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Sharing is available only among Mobile Broadband users in the same profile. Mobile Iron is not available on these plans or on a standalone basis. | | | |

| Department | Description | User | Employee ID | MDN |
|---|---|---|---|---|
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-342-5677 |
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-342-5789 |
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-429-8639 |
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-587-2679 |
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-587-2832 |
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-587-2847 |
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-587-2866 |
| INFORMATION TECH | DATA CARD | OFFICE USE | N/A | 956-249-4245 |
| INFORMATION TECH | CELL PHONE | OFFICE USE | N/A | 956-207-9204 |
| INFORMATION TECH | CELL PHONE | OFFICE USE | N/A | 956-483-2133 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-2371 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-2419 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-2566 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-3989 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-5209 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-5472 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-2614 |
| INFORMATION TECH | DATA SERVICE FOR SURVEILLANCE CAMERAS | OFFICE USE | N/A | 956-340-5035 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-358-3309 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-358-3310 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-483-9710 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3291 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3322 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3330 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3344 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3346 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3347 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3424 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3432 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3493 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3504 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3515 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3519 |

| | | | | |
|---|---|---|---|---|
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3521 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3523 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3544 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3580 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3583 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3584 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3592 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-578-3594 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-587-2865 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-929-7938 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6738 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6754 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6785 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6797 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6810 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6896 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6950 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6967 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6988 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6995 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-322-6099 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5007 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5028 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5068 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5073 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5100 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5102 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5109 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5114 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5116 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5117 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5122 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5123 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5128 |

| | | | | |
|---|---|---|---|---|
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5135 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5165 |
| JUSTICE COURTS | DATA CARD | OFFICE USE | N/A | 956-609-5171 |
| COMMISSIONER PCT. 1 | CELL PHONE | JOSE CABEZA DE VACA | 207837 | NEW |
| COMMISSIONER PCT. 1 | CELL PHONE | DAVID SUAREZ | 98086 | NEW |
| COMMISSIONER PCT. 1 | CELL PHONE | AMY SAENZ-SMITH | 219347 | NEW |
| COMMISSIONER PCT. 1 | CELL PHONE | DAVID FUENTES | 219355 | NEW |
| COMMISSIONER PCT. 1 | CELL PHONE | SAUL GARCIA | 84034 | NEW |
| FIRE MARSHAL | DATA CARD | HOMER GARZA | 214060 | 956-342-3675 |
| FIRE MARSHAL | DATA CARD | OFFICE USE | N/A | 956-342-3939 |
| FIRE MARSHAL | DATA CARD | JOHN FRANZ | 201073 | 956-929-2652 |
| FIRE MARSHAL | DATA CARD | MEDARDO VILLARREAL | 202541 | 956-342-3895 |
| FIRE MARSHAL | DATA CARD | OFFICE USE | N/A | 956-342-2607 |
| FIRE MARSHAL | DATA CARD | VICTOR RAMIREZ | 201103 | 956-342-2165 |
| FIRE MARSHAL | DATA CARD | ERIC SANCHEZ | 193593 | 956-342-2162 |
| FIRE MARSHAL | CELL PHONE | JOHN FRANZ | 201073 | 956-393-1848 |
| FIRE MARSHAL | CELL PHONE | MEDARDO VILLARREAL | 202541 | 956-929-6675 |
| FIRE MARSHAL | CELL PHONE | VICTOR RAMIREZ | 201103 | 956-289-3857 |
| FIRE MARSHAL | CELL PHONE | OFFICE USE | N/A | 956-227-7024 |
| FIRE MARSHAL | CELL PHONE | ERIC SANCHEZ | 193593 | 956-289-3873 |
| FIRE MARSHAL | CELL PHONE | HOMER GARZA | 214060 | 956-929-6497 |

# 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#: — Signature: —

Department: I.T. Dept#: 200

Quantity: 2

Service: 49.98 mo (x) 12 months = 599.76 Account: 7-1100-415-00-200-001-0-532

Service: $10.00/mo (x) 12 months = 120.00 Account: 7-1100-415-00-200-001-0-532 ~~619/664~~

Requisition Total: 719.76 Requisition Number: 312563

**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 |
|---|---|---|
| [signature] | Renan Ramirez | 1/25/17 |

(3) Executive Office Authorization (Commissioner's Court Departments Only):

| Signature | Print Name | Date |
|---|---|---|
| [signature] | | |

(4) IT DEPARTMENT ONLY:

Service Type Code: Nationwide 400 Share NEW+M2M Unl 200 Msgs. @ $24.99 + 5.00 = $29.99/ea per 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 # 00312563

PO #

Date: 01/13/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

**Contact:** Griselda
956-292-7010

**Contract No:** DIR-TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR-TSO-3415 EXP. 4/27/2020<br>I.T. Cell Phones<br>DO NOT DUPLICATE ORDER | | |
| 12.00 | MONTH | Open PO for Office Use 956-207-9204<br>Nationwide 400 Share N&W+M2M UNL 200 MSGS @ $24.99<br>+ $5.00 taxes/fees per month | 29.99 | 359.88 |
| 12.00 | MONTH | Open PO for Office Use 956-483-2133<br>Nationwide 400 Share N&W+M2M UNL 200 MSGS @ $24.99<br>+ $5.00 taxes/fees per month | 29.99 | 359.88 |
| | | Account No | Encumbrance | |
| | | 7-1100-415-00-200-001-0-532 | 719.76 | |
| | | | Freight | .00 |
| | | | Total | 719.76 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

**WIRELESS PROPOSAL FOR: Hidalgo County**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

| | |
|---|---|
| QUOTE ID | 17127103337 |
| DATE | 1/27/2017 |
| 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 |
|---|---|---|---|---|---|---|---|---|---|
| NATIONWIDE 400 SHARE N&W+M2M UNL 200 MSGS $24.99 | 2 | $24.99 | 400 | 200 (Txt/Pix/Flix) | N | 800 | $0.25 | $49.98 | $599.76 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 2 | | | | | 800 | | $49.98 | $599.76 |

| 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 |
|---|---|---|---|---|---|---|---|
| | | $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 |

| 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) ]** $599.76

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 |
|---|---|---|---|
| | | $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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $49.98 | $599.76 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $599.76 |

| 1Q17 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 17127103337

**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 01/03/2017**



**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

***Date:*** January 27, 2017

***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.*

Revised 2/3/17 obie

# WIRELESS DEVICE REQUEST FORM W.2011.2

Sent Req's to GNIS on 1/18/17

**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:_____

Department: DA'S Office Dept#: 080-012

Quantity: 1

Service: $69.99/mo (x) 7 months = $489.93 Account: 7.1281.412.00.080.012.7 -532

Service: $5.00/mo (x) 7 months = $35.00 Account: 7.1281.412.00.080.012.7 532 ~~619/664~~

**Requisition Total:** $524.93 **Requisition Number:** 311656

**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 |
|---|---|---|
| Rosalinda Cantu | Rosalinda Cantu | 01/04/17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| | | |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** _____

**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.*

BDV

Note - Grant expires on 8/31/17, general fund will cover the months of September — December 2017.

Revised: 03/09/2011

# Requisition

Req # 00311656

PO #

Date: 01/04/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** Hidalgo County District Attorney
100 East Cano
Edinburg Tx 78539

**Contact:** OBDETT CALZADA
956-292-7604

**Contract No:** DIR-TSO-3415

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415 EXP: 4/27/2020<br>DO NOT DUPLICATE ORDER | | |
| 7.00 | MONTH | NATIONWIDE UNLIMITED MINS EMAIL & DATA (FREE DEVICE) | 69.99 | 489.93 |
| 7.00 | MONTH | TAXES AND FEES | 5.00 | 35.00 |
| | | Account No | Encumbrance | |
| | | 7-1281-412-00-080-012-7-532 | 839.88 | |
| | | | Freight | .00 |
| | | | Total | 524.93 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

— BPV Grant Funds
— Request override

**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

***Date:*** January 4, 2017

***Customer Name:*** Hidalgo County DA

***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.*

**STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415**
**WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT**

QUOTE ID 1714141746
DATE 1/4/2017
TERM Annual (12 Months)
PAGE 1 of 2

## WIRELESS PROPOSAL FOR: Hidalgo County DA

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

## 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 |
|---|---|---|---|---|---|---|---|---|---|
| NATIONWIDE UNLIMITED MINS EMAIL&DATA UNL+MHS N&W/M2M/MSG UNL $69.99 | 1 | $69.99 | Unlimited | Unlimited | Flex | | NA | $69.99 | $839.88 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 1 | | | | | | | $69.99 | $839.88 |

| RATE PLAN - MOBILE BROADBAND | Line Count | Discounted Monthly Access | | Included TEXT / PIX / FLIX | Included Data | | 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 |

| 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) ] | $839.88 |
|---|---|

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 |
|---|---|---|---|
| | | $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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $69.99 | $839.88 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $839.88 |

| 1Q17 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 1714141746

**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 01/03/2017*

**AI-58268** **IT Department** **15. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

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

**Department:** IT DEPARTMENT

## Information

**CAPTION**

ELECTIONS DEPT.
Authorization and approval to continue and change wireless service plan through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

| Qty: | Description: | User: | Service Plan: |
|---|---|---|---|
| 4 | Cont. Service for Cell Phones | Office Use | Nationwide 400 Share Email&Data Unl. + MHS N&W/M2M/MSG @ $47.99 + $5.00 taxes/fees each per month |
| 85 | Cont. Service for Cell Phones | Office Use | State of Texas Local Flat Rate Calling $0.06 per min @ $4.99 each per month |
| 85 | Cont. Netbook data service | Office Use | 4G Mobile Broadband Unl. @ $37.99 each per month |
| 22 | Cont. Data Card Service | Office Use | 4G Mobile Broadband Unl. @ $37.99 each per month |

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-414-00-130-001-0-532

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

**BUDGETARY IMPACT:**

Funding available as of 1/30/2017.

## Attachments

Backup documents
backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 02:02 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Griselda Salazar | | Started On: 01/27/2017 04:44 PM |

Final Approval Date: 02/02/2017

# 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# – Signature: –

Department: Elections Dept#: 130

Quantity: 4 phone lines

Service: 191.96 /mo (x) 12 months = 2,303.52 Account: 7-1100-414-00-130-001.0 -532

Service: $20.00 /mo (x) 12 months = 240.00 Account: 7-1100-414-00-130-001.0 ~~619/664~~ 532

**Requisition Total:** 2,543.52 **Requisition Number:** 311724

**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 |
|---|---|---|
| [signature] | Yvonne Ramon | 1/27/17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| [signature] | Valde Guerra | 1/27/17 |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Nationwide 400 Share Email & Data Unl. + MHS New/M2M/MSG @ $47.99 + 5.00 / ea per 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 # 00311724

PO #

Date: 01/05/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

**Contact:** R. DIAZ
956-318-2570

**Contract No:** DIR TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | APPROVED BY CC 3/3/15-DIR TSO-3415 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 12.00 | MONTH | CO PHONE SERVICE WITH VERIZON WIRELESS ( 4 PHONE LINES FOR OFFICE USE) AT 47.99 MONTH | 191.96 | 2,303.52 |
| 12.00 | MONTH | EX TAXES AND FEES @5.00 PER LINE FOR 12 MONTHS | 20.00 | 240.00 |
| | | Account No | Encumbrance | |
| | | 7-1100-414-00-130-001-0-532 | 2,639.52 | |
| | | | Freight | .00 |
| | | | Total | 2,543.52 |

**Authorized By:** _____

# 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#: — Signature: —

Department: Elections Dept#: 130

Quantity: 85 phone lines

Service: $424.15 mo (x) 12 months = 5,089.80 + 10¢ per min. Account: 7-100-414-00-130-0012-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

**Requisition Total** 6,089.80 **Requisition Number:** 317623

**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 |
|---|---|---|
| | | 1/27/17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| | Valde Guerra | 1/27/17 |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** State of Texas Local Flat Rate Calling .10¢ per min. $4.99 /ea. per 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 # 00311762

PO #

Date: 01/05/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

**Contact:** R. DIAZ
956-318-2570

**Contract No:** DIR TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | APPROVED BY CC 3/13/15-DIR TSO-3415 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 12.00 | MONTH | STATE OF TEXAS VOICE FLAT RATE CALLING $.0.06 PER MIN 4.99 VERIZON FOR THE 85 LINES USED DURING ELECTIONS | 424.15 | 5,089.80 |
| 1.00 | LOT | CUSHION FOR THE $0.06 PER MINUTE USED ON THE PHONE | 1,000.00 | 1,000.00 |
| | | Account No | Encumbrance | |
| | | 7-1100-414-00-130-001-0-532 | 6,089.80 | |
| | | | Freight | .00 |
| | | | Total | 6,089.80 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# 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: Data Access | |
| ☐ Plan Change | | |
| ☐ Delete Service | | |

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: Office Use Employee ID#: - Signature: -

Department: Elections Dept#: 130

Quantity: 35 Netbooks

Service: $39.95 /mo (x) 9 months = 29,063.25 Account: 7-1100-414.00-130001.0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

**Requisition Total:** 29,063.25 **Requisition Number:** 311810

**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 | Yvonne Ramon (Print Name) | 1/30/17 (Date)

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

Signature | Valde Guerra (Print Name) | 1/27/17 (Date)

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** 4G Mobile Broadband Unl - @$37.99/ea. per 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

# 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# — Signature: —

Department: Elections Dept#: 130

Quantity 22 mificards - mobile broadway TX Unlimited data plans

Service: $835.78/mo (x) 6 months = 5014.68 Account: 7.1100.414.00.130.001.0-532

$37.99 x 22 mificards

Service: $____/mo (x) ____ months = ____ Account: _____-619/664

**Requisition Total:** $5014.68 **Requisition Number:** 311803

**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 |
|---|---|---|
| [signature] | Yvonne Ramon | 1/27/17 |

**(3) Executive Office Authorization (Commissioner's Court Departments Only):**

| Signature | Print Name | Date |
|---|---|---|
| [signature] | Valde Guerra | 1/27/17 |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** 4G Mobile Broadband Unl. @ $37.99/ea. per 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 # 00311810

PO #

Date: 01/05/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

**Contact:** R. DIAZ
956-318-2570

**Contract No:** DIR TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | APPROVED BY CC 3/13/15 DIR TSO-3415 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 9.00 | MONTH | CO OPEN PO FOR BROADBAND ACCESS FOR 85 NOTEBOOKS @ $37.99 EACH | 3,229.15 | 29,062.35 |
| | | Account No | Encumbrance | |
| | | 7-1100-414-00-130-001-0-532 | 29,062.35 | |
| | | | Freight | .00 |
| | | | Total | 29,062.35 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**Wireless Telecom Proposal for:**
**State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment**

| | |
|---|---|
| ***Date:*** | January 30, 2017 |
| ***Customer Name:*** | Hidalgo County Elections |
| ***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.*

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

**WIRELESS PROPOSAL FOR: Hidalgo County Elections**
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 17130103556
DATE 1/30/2017
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 |
|---|---|---|---|---|---|---|---|---|---|
| NATIONWIDE 400 SHARE EMAIL & DATA UNL + MHS N&W/M2M/MSG UNL $47.99 | 4 | $47.99 | 400 | Unlimited | Flex | 1,600 | $0.25 | $191.96 | $2,303.52 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 4 | | | | | 1600 | | $191.96 | $2,303.52 |

| RATE PLAN - NON SHARE | Line Count | Discounted Monthly Access | Plan Included Minutes | Included TEXT / PIX / FLIX | Included Data | | Voice Overage | Monthly Cost | Term Cost |
|---|---|---|---|---|---|---|---|---|---|
| STATE OF TEXAS LOCAL FLAT RATE CALLING $0.06 PER MIN $4.99 | 85 | $4.99 | 0 | N | N | | $0.06 | $424.15 | $5,089.80 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 85 | | | | | | | $424.15 | $5,089.80 |

| 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 | 107 | $37.99 | | N | Unlimited | | $0.00 | $4,064.93 | $48,779.16 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | | $0.00 | | | | | | $0.00 | $0.00 |
| | 107 | | | | | | | $4,064.93 | $48,779.16 |

| 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)]** **$56,172.48**

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 |
|---|---|---|---|
| | | $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 |

Eligible accessories receive a 35% discount

| ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT | Line Count | Cost per Unit | Cost per Unit after Discount | 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 |

| EQUIPMENT AND ACCESSORIES ESTIMATED COST | $0.00 |
|---|---|

| INVESTMENT ESTIMATE | Monthly | Term Total |
|---|---|---|
| RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [ Annual (12 Months) ]: | $4,681.04 | $56,172.48 |
| EQUIPMENT AND ACCESSORIES ESTIMATED COST: | | $0.00 |
| INVESTMENT TOTAL | | $56,172.48 |

| 1Q17 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 17130103556

**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 01/03/2017**

# Requisition

Req # 00311803

PO #

Date: 01/05/17

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

**Contact:** R. DIAZ
956-318-2570

**Contract No:** DIR TSO-3415

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | APPROVED BY CC 3/3/15-DIR TSO-3415 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 6.00 | MONTH | BROADBAND ACCESS- (22 DATA CARDS MIFI) @ 37.99; THESE CARDS ARE FOR THE ELECTIONS DEPARTMENT; THEY ARE FOR THE ENTIRE YEAR AND WHEN WE DONT NEED THEM THEY ARE PLACED ON SUSPENSE MODE | 835.78 | 5,014.68 |
| | | Account No | Encumbrance | |
| | | 7-1100-414-00-130-001-0-532 | 5,014.68 | |
| | | | Freight | .00 |
| | | | Total | 5,014.68 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**AI-58303** **Urban County** **16. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** URBAN COUNTY

---

**Information**

**CAPTION**

1. The County of Hidalgo Urban County Program (UCP) is disclosing that Omar Garcia, Owner of OG Construction Co., LLC, who is the lowest responsible bidder for the City of Progreso – Street Improvements Project, is related to County Judge Ramon Garcia.

2. Subject HB 1295 Compliance and receipt of the waiver letter from the U.S. Department of Housing and Urban Development, requesting consideration and action to award and enter into a construction contract with OG Construction Co., LLC in the amount of $178,257.25. UCP Fiscal Years 29 (2016) City of Progreso - Street Improvement funds will be utilized.

**BACKGROUND**

The Urban County Program has requested and received bids for the City of Progreso – Street Improvements Project. Fulcrum Consulting Services prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on January 4, 2017. A total of nine (9) bids were received and after review, the project engineer recommended the lowest qualified bidder OG Construction Co., LLC. (See attached recommendation letter from the project engineer, bid tabulation sheet, contract, certificate of liability insurance and HB 1295 form).

Contractor: **OG Construction Co., LLC**
Contract Amount: **$178,257.25**

Funds Available: $206,153.80 FY 29 (2016) Street Improvements

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## Fiscal Impact

## Attachments

letter & Statement for Conflicts Disclosure
OG Construction Contract, Insurance & Form 1295

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 09:30 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Olga Lerma | | Started On: 02/01/2017 08:09 AM |
| Final Approval Date: 02/02/2017 | | |

ATLAS, HALL & RODRIGUEZ, LLP
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

scrain@atlashall.com
(956) 632-8221 Direct Line

January 27, 2017

Secretary of Housing and Urban Development
451 7th Street, SW
Washington, DC 20410

RE: Request for Exception to Conflict of Interest in Accordance with 24 CFR Section 570.611 City of Progreso- Street Improvements Contract No. 5016-65-5000-2000 UCP-ML

TO WHOM IT MAY CONCERN:

This firm represents the Commissioners Court of Hidalgo County, Texas. We have received and reviewed the bid submitted for the City of Progreso-Street Improvements Contract No. 5016-65-5000-2000 UCP-ML Project (the "Bid") regarding a possible conflict of interest. According to the information provided by Ms. Diana Serna, Director of the Hidalgo County Urban County Program (the "Program") the principal of the low bidder OG Construction Company, L.L.C., is the son of the Hidalgo County Judge Ramon Garcia, the chief elected official of Hidalgo County, Texas.

We have reviewed 24 CFR 570.611 with respect to the information Ms. Serna provided. Taking the information from the Program to be true, Texas Local Government Code Chapter 171 applies to this situation.

Chapter 171 of the Local Government Code (copy attached hereto), specifically Section 171.002 provides a local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

The County Judge and his son are related in the first degree thus the County Judge has a substantial interest in the Bid.

Local Government Code Section 171.004 requires the local public official who has a substantial interest to file before a vote or decision on any matter involving the business entity, (which in this case is the low bidder), an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if in the case of a

substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public.

Local Government Code Section 171.007 provides Chapter 171 preempts the common law of conflict of interest as applied to local public officials.

Texas Local Government Code Section 176.003 provides a local government officer shall file a conflicts disclosure statement with respect to a vendor if the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor and the vendor has a family member of the officer receiving taxable income that exceeds $2,500.00 during the 12-month period preceding the date that the officer becomes aware that the local governmental entity is considering entering into a contract with the vendor.

The requirement of filing an affidavit by the County Judge with the official record keeper of the governmental entity and the requirement of Local Government Code section 176.003 is public disclosure of the conflict.

Based upon the above, we are of the opinion that if County Judge Ramon Garcia complies with the requirements of Texas Local Government Code Chapter 171 and Texas Local Government Code 176.003 there is no conflict of interest under applicable Texas Law with respect to the low bidder being awarded the Bid although the principal of the low bidder is the son of County Judge Ramon Garcia.

We express no opinion as to the laws of any jurisdiction other than the State of Texas and undertake no obligation to advise of facts that occur with respect to this Opinion arising after the date of this Opinion.

Very truly yours,

Atlas Hall & Rodriguez LLP

ATLAS, HALL & RODRIGUEZ, LLP

*VG-120-2017-2780454*

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

**Document No:** 2780454

**Recorded On:** January 20, 2017 03:56 PM

**Billable Pages:** 1

**Number of Pages:** 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**
Document No: 2780454
Receipt No: 20170120000338
Recorded On: January 20, 2017 03:56 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

**Record and Return To:**
O.G. Construction Co LLC
222 West University
original return to customer
Edinburg TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

**Hidalgo County Clerk**
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540
**Main:** (956) 318-2100 **Fax:** (956) 318-2105

**ORIGINAL COPY**

**Receipt No:** 20170120000338
**Date:** 01/20/2017
**Time:** 03:56PM
**Deputy Clerk:** Imelda Leal
**Station:** CH-1-CC-K12

**Issued To:** O.G. Construction Co LLC
222 West University

Edinburg , TX 78539

## Recording Fees

| Item No. | Item | Document No. | Serial No. | Amount |
|---|---|---|---|---|
| 1 | Real Property Recordings | 2780454 | | $36.00 |
| 2 | Real Property Recordings | 2780455 | | $36.00 |

## Collected Amounts

| Item No. | Payment | Amount |
|---|---|---|
| 1 | Cash 956-383-7441 | $80.00 |

**Total Received:** 80.00
**Order Total:** $72.00

**Change Due:** $8.00

**Thank you.**

EXHIBIT "D"

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

| | OFFICE USE ONLY |
|---|---|
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**<br>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).<br>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.<br>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | Date Received |

**1** **Name of vendor who has a business relationship with local governmental entity.**

O.G. Construction Co., LLC

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

Ramon Garcia

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.**

None

**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

1/20/17

Date

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

**OFFICE USE ONLY**

Date Received

**1 Name of Local Government Officer**

Ramon Garcia

**2 Office Held**

County Judge

**3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

O.G. Construction Co., LLC

**4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

Vendor is son of said Local Officer

**5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

**6 AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

NORMA LINDA FLORES
My Commission Expires
March 10, 2017
ID# 4243385

Ramon Garcia
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ramon Garcia, this the 20th day of Jan, 20 17, 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 |
|---|---|---|
| | Norma L Flores | Notary |

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

January 12, 2017

Mr. Arturo Aleman, Mayor
City of Progreso
300 N. FM 1015
Progreso, Texas 78579

RE: City of Progreso - Street Improvement Project
O.G. Construction Company, LLC. – Letter of Recommendation

Dear Mayor Aleman:

On Wednesday, January 4, 2017 bids were received and opened for the City of Progreso, Street Improvement Project Hidalgo Urban County Project No. 5016-65-0311-5000-6500-UCP-ML. A total of nine (9) bids were received as shown in the attached bid tabulation.

The bid page submitted by low bidder O.G. Construction Company, LLC reflected a total base bid of $178,257.25. All figures have been verified for correctness and are without any mathematical errors, as such, the bid is accepted as is. Our engineering firm has completed the necessary investigations concerning the contractor providing the lowest responsible bid for the above reference project.

Mr. Omar F. Garcia, Managing Member for O.G. Construction Company, LLC has completed other Hidalgo Urban County Projects similar in scope and has the necessary work experience and equipment resources to complete the proposed project. Based on the research conducted, our office recommends the contract for the City of Progreso Street Improvement Project totaling $178,257.25 be awarded to O.G. Construction Company, LLC subject to the availability of funding needed for the project.

Please call me, if you should have any questions or concerns regarding this matter. Thank you.

Sincerely,
Fulcrum Consulting Services

P.E.

Daniel Campos, P.E.
Senior Project Engineer

XC: Mrs. Monica Leal – UCP Project Coordinator

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE: January 4, 2017** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: City of Progreso - Street Improvements Project**

**BID NO: 5016-65-0311-5000-6500-UCP-ML**
**Addendum 1 Required**

**PROCURMENT SPECIALIST:**

| BID # RFB # | NAME OF COMPANY | Acknowledgement of Addendum 1 | BASE BID | BID BOND OR CHECK INCLUDED |
|---|---|---|---|---|
| #1 | G & T Paving, LLC | ACKNOWLEDGED | $244,407.68 | INCLUDED |
| #2 | Jimmy Closner & Sons Const. Co., Inc. | ACKNOWLEDGED | $416,767.00 | INCLUDED |
| #3 | RDH Site & Concrete, LLC | ACKNOWLEDGED | $317,120.50 | INCLUDED |
| #4 | Earthworks Enterprise | ACKNOWLEDGED | $200,010.70 | INCLUDED |
| #5 | Diamond Eight Industries, LLC | ACKNOWLEDGED | $246,645.75 | INCLUDED |
| #6 | Clore Construction | NOT ACKNOWLEDGED | $343,957.49 | INCLUDED |
| #7 | O. G. Construction, LLC | ACKNOWLEDGED | $178,257.25 | INCLUDED |
| #8 | J. M. Construction | ACKNOWLEDGED | $191,996.50 | INCLUDED |
| #9 | GNH Company, LLC | ACKNOWLEDGED | $203,174.00 | INCLUDED |
| #10 | | | | |
| #11 | | | | |
| #12 | | | | |
| #13 | | | | |

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

Revised 01-05-17

# CONSTRUCTION CONTRACT

This Agreement entered into this **February 6, 2017** 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 **OG Construction Co., LLC (a limited liability company)** (a partnership) (an individual) of **Edinburg,** State of 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:** | **City of Progreso – Street Improvements Project** |
| **PROJECT No.:** | **5016-65-0311-5000-6500-UCP-ML** |
| **PROJECT DESCRIPTION:** | **Street Improvements Project** |

heinafter called the project, for the sum of **($178,257.25) One Hundred Seventy-Eight Thousand Two Hundred fifty-Seven dollars and twenty-five 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 **Fulcrum Consulting Services** 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 **(60) Sixty** 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.

Omar Garcia, Owner
OG Construction Co., LLC

Name of Firm: OG Construction Co., LLC

Address: 4021 N. Closner Blvd.
Edinburg, TX 78541

Federal I.D./S.S.: 46-4834025

**STATE OF TEXAS** '
'
**COUNTY OF HIDALGO** '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual) (limited liability company)

_____
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: April 28, 2016**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2017

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: Doug Brewka |
|---|---|
| MS&B Bonds and Insurance Services<br>1421 Hanz Drive<br><br>New Braunfels TX 78130 | PHONE (A/C, No, Ext): (830) 387-7019 FAX (A/C, No): (830) 387-7022<br>E-MAIL ADDRESS: dbrewka@msbbonds.com |
| **INSURED** | **INSURER(S) AFFORDING COVERAGE** / **NAIC #** |
| OG Construction Co., LLC<br>4021 N. Closner Blvd<br><br>Edinburg TX 78541 | INSURER A: Southwest Risk<br>INSURER B: Union Standard Ins Group / 43435<br>INSURER C: Service Lloyds<br>INSURER D: Liberty Mutual<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** CL1682609311 **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<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 3C51918 | 8/29/2016 | 8/29/2017 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>X Physical Damage | | | CAA4695484-12 | 8/29/2016 | 8/29/2017 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>UIM UM Conversion | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | MKLV4EUL100230 | 8/29/2016 | 8/29/2017 | EACH OCCURRENCE<br>AGGREGATE<br>Products/Completed Ops | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC0094984-2016A | 8/29/2016 | 8/29/2017 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Inland Marine<br>Leased/Rented Equipment | | | 8232415 | 8/29/2016 | 8/29/2017 | Limit Per Item<br>Limit Per Occurrance | $250,000<br>$500,000 |

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 automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The GEneral Liability policy contains a special provision with "Primary and Noncontributory" wording.

**CERTIFICATE HOLDER**

Hidalgo County Urban County Program
427 E. Duranta Ave.
Suite 107
Alamo, TX 78516

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Brewka/BREWKD

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# COMMENTS/REMARKS

Project: City of Progresso Street Improvements Project - Bid No.:
5016-65-0311-5000-6500-UCP-ML


COPYRIGHT 2000, AMS SERVICES INC.

# 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:**
2017-156698

**Date Filed:**
01/20/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
O.G. Construction Co., 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.**
5016-65-0311-5000-6500-UCP-ML
Street Improvements

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Garcia, Omar | 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.

NORMA LINDA FLORES
My Commission Expires
March 10, 2017
ID# 424 3385
AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Omar F Garcia, this the 20 day of Jan, 20 2017, 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 |
|---|---|---|
| | Norma L Flores | Notary |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-156690

**Date Filed:**
01/20/2017

**Date Acknowledged:**
01/31/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
O.G. Construction Co., 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.**
5016-05-0310-5000-0500-UCP-ML
Water Line Improvements

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Garcia, Omar | 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

**AI-58304** **Urban County** **16. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** URBAN COUNTY

---

**Information**

**CAPTION**

1. The County of Hidalgo Urban County Program (UCP) is disclosing that Omar Garcia, Owner of OG Construction Co., LLC, who is the lowest responsible bidder for the City of Alamo – Highview S/D Waterlines Improvements Project, is related to County Judge Ramon Garcia.

2. Subject HB 1295 Compliance and receipt of the waiver letter from the U.S. Department of Housing and Urban Development, requesting consideration and action to award and enter into a construction contract with OG Construction Co., LLC in the amount of $203,383.89. UCP Fiscal Years 24-26 (2011 - 2013) City of Alamo Water/Sewer Improvement funds will be utilized.

**BACKGROUND**

The Urban County Program has requested and received bids for the City of Alamo – Highview S/D Waterlines Improvements Project. Quintanilla, Headley and Associates prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on January 11, 2017. A total of seventeen (17) bids were received and after review, the project engineer recommended the lowest qualified bidder OG Construction Co., LLC. (See attached recommendation letter from the project engineer, bid tabulation sheet, contract, certificate of liability insurance and HB 1295 form).

Contractor: **OG Construction Co., LLC**
Contract Amount: **$203,383.89**

Funds Available: $ 8,938.01 FY 24 (2011) Water/Sewer Improvements
$ 32,857.75 FY 25 (2012) Water/Sewer Improvements
$ 189,510.00 FY 26 (2013) Water/Sewer Improvements

Total: $231,305.76

**APPROVED AS TO FORM**
**ATLAS, HALL & RODRIGUEZ**
**By: Stephen L. Crain**
**Date: April 28, 2016**

---

**Fiscal Impact**

**Attachments**

OG Construction Letter, Contract, Insurance, Bid Tabulation & Form 1295

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 09:31 AM |
| Budget & Management | Veronica Ortiz | 02/01/2017 09:31 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Olga Lerma | | Started On: 02/01/2017 08:32 AM |
| Final Approval Date: 02/02/2017 | | |

ATLAS, HALL & RODRIGUEZ, LLP
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

scrain@atlashall.com
(956) 632-8221 Direct Line

January 27, 2017

Secretary of Housing and Urban Development
451 7th Street, SW
Washington, DC 20410

RE: Request for Exception to Conflict of Interest in Accordance with 24 CFR Section 570.611; City of Alamo-Highview Subdivision Water Line Improvements Contract 5016-05-3510-5000-0500-UCP-ML

TO WHOM IT MAY CONCERN:

This firm represents the Commissioners Court of Hidalgo County, Texas. We have received and reviewed the bid submitted for the City of Alamo-Highview Subdivision Water Line Improvements Project (the "Bid") regarding a possible conflict of interest. According to the information provided by Ms. Diana Serna, Director of the Hidalgo County Urban County Program (the "Program") the principal of the low bidder OG Construction Company, L.L.C., is the son of the Hidalgo County Judge Ramon Garcia, the chief elected official of Hidalgo County, Texas.

We have reviewed 24 CFR 570.611 with respect to the information Ms. Serna provided. Taking the information from the Program to be true, Texas Local Government Code Chapter 171 applies to this situation.

Chapter 171 of the Local Government Code (copy attached hereto), specifically Section 171.002 provides a local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

The County Judge and his son are related in the first degree thus the County Judge has a substantial interest in the Bid.

Local Government Code Section 171.004 requires the local public official who has a substantial interest to file before a vote or decision on any matter involving the business entity, (which in this case is the low bidder), an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public.

Local Government Code Section 171.007 provides Chapter 171 preempts the common law of conflict of interest as applied to local public officials.

Texas Local Government Code Section 176.003 provides a local government officer shall file a conflicts disclosure statement with respect to a vendor if the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor and the vendor has a family member of the officer receiving taxable income that exceeds $2,500.00 during the 12-month period preceding the date that the officer becomes aware that the local governmental entity is considering entering into a contract with the vendor.

The requirement of filing an affidavit by the County Judge with the official record keeper of the governmental entity and the requirement of Local Government Code section 176.003 is public disclosure of the conflict.

Based upon the above, we are of the opinion that if County Judge Ramon Garcia complies with the requirements of Texas Local Government Code Chapter 171 and Texas Local Government Code 176.003 there is no conflict of interest under applicable Texas Law with respect to the low bidder being awarded the Bid although the principal of the low bidder is the son of County Judge Ramon Garcia.

We express no opinion as to the laws of any jurisdiction other than the State of Texas and undertake no obligation to advise of facts that occur with respect to this Opinion arising after the date of this Opinion.

Very truly yours,

Atlas, Hall & Rodriguez LLP

ATLAS, HALL & RODRIGUEZ, LLP

*VG-120-2017-2780455*

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

**Document No: 2780455**

**Recorded On: January 20, 2017 03:56 PM**

**Billable Pages: 1**

**Number of Pages: 2**

*******Examined and Charged as Follows*******

Total Recording: 36.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**
Document No: 2780455
Receipt No: 20170120000338
Recorded On: January 20, 2017 03:56 PM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K12

**Record and Return To:**
O.G. Construction Co LLC
222 West University
original return to customer
Edinburg TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

EXHIBIT "D"

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor doing business with local governmental entity**

| OFFICE USE ONLY |
| --- |
| Date Received |

**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.

**1** **Name of vendor who has a business relationship with local governmental entity.**

O.G. Construction Co., LLC

**2** ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

Ramon Garcia

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.**

None

**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** Omar F. Garcia

Signature of vendor doing business with the governmental entity

1/20/17

Date

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

**OFFICE USE ONLY**

Date Received

1 **Name of Local Government Officer**

Ramon Garcia

2 **Office Held**

County Judge

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

O.G. Construction Co., LLC

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.**

Vendor is son of said Local Officer

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

NORMA LINDA FLORES
My Commission Expires
March 10, 2017
ID# 424 338 5

Ramon Garcia
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ramon Garcia, this the 20 day of Jan, 20 17, 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 |
|---|---|---|
| | Norma L Flores | Notary |

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

**Consulting Engineers ★ Land Surveyors**
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

RECEIVED
JAN 18 2017
Urban County Program
DL

January 17, 2017

Mr. Luciano Ozuna
City Manager
City of Alamo
420 N. Tower Road
Alamo, Texas 78516

Re: City of Alamo Highview Subdivision
Waterline Improvements

Dear Mr. Ozuna

Bids for the above mentioned project were received and opened on Wednesday, January 11, 2017. Seventeen (17) Bids were received and are as follows:

| Contractor | Base Bid |
|---|---|
| O.G. Construction Co. LLC | $203,383.89 |
| The 5125 Company | $233,333.00 |
| Filegonia Site Construction, LLC | $233,622.90 |
| Lazcamrea, LLC | $239,437.00 |
| Benchmark Utilities | $241,220.00 |
| RDH Site and Concrete, LLC | $257,435.00 |
| Sanchez United Contracting, LLC | $258,441.50 |
| J.M. Construction | $267,891.00 |
| RM Walsdorf, Inc. | $278,772.90 |
| Castle Enterprises, LLC | $280,111.20 |
| Pederson Construction, Inc. | $289,451.00 |
| Saenz Utility Contractors, LLC | $289,714.75 |
| Hector Balderas, LLC | $296,179.20 |
| Texas Cordia Construction, LLC | $303,475.00 |
| Pega JPS, Utilities, LLC | $306,588.00 |
| RG Enterprises, LLC DBA G&G Contractors | $352,594.98 |
| Jimmy Closner & Sons Construction | $532,587.80 |

After reviewing the bid tabulation, we recommend awarding the contract to the lowest responsive bid, O.G. Construction Co. LLC for the total base amount of $203,383.89.

Should you have any questions or require additional information, please do not hesitate to contact our office. Thank You.

Sincerely,

Eulalio Ramirez, P.E.
Project Engineer

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

RECEIVED
JAN 18 2017
Urban County Program

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers * Land Surveyors

Project Name: "City of Alamo Highview Subdivision Waterline Improvements
Owner: City of Alamo
Opening Date: January 11, 2017 @ 9:30 a.m.

Bid Tabulation Sheet
Page 1 of 4

| Item | Description | Unit | Quantity | Sanchez United Contracting, Inc | | The 5125 Company | | Benchmark Utility Contractors, Inc | | Texas Cordia Construction, LLC | | Pega JPS Utilitie, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| I. | Water Distribution System | | | | | | | | | | | | |
| 1 | 8" P.V.C. DR-18 | LF | 5,291 | 16.50 | 87,301.50 | 13.00 | 68,783.00 | 20.00 | 105,820.00 | 20.00 | 105,820.00 | 18.00 | 95,238.00 |
| 2 | 8" Valve & Box | EA | 12 | 1,375.00 | 16,500.00 | 1,200.00 | 14,400.00 | 2,000.00 | 24,000.00 | 2,000.00 | 24,000.00 | 1,400.00 | 16,800.00 |
| 3 | 8" M.J. Tee | EA | 7 | 510.00 | 3,570.00 | 600.00 | 4,200.00 | 400.00 | 2,800.00 | 835.00 | 5,845.00 | 650.00 | 4,550.00 |
| 4 | 8" M.J. 22 1/2° Bends | EA | 2 | 405.00 | 810.00 | 500.00 | 1,000.00 | 400.00 | 800.00 | 675.00 | 1,350.00 | 550.00 | 1,100.00 |
| 5 | 8" M.J. 90° Bend | EA | 4 | 425.00 | 1,700.00 | 500.00 | 2,000.00 | 400.00 | 1,600.00 | 774.00 | 3,096.00 | 600.00 | 2,400.00 |
| 6 | 8" x 6" M.J. Tee | EA | 5 | 470.00 | 2,350.00 | 500.00 | 2,500.00 | 600.00 | 3,000.00 | 675.00 | 3,375.00 | 600.00 | 3,000.00 |
| 7 | 6" Valve & Box | EA | 5 | 1,080.00 | 5,400.00 | 800.00 | 4,000.00 | 1,800.00 | 9,000.00 | 1,670.00 | 8,350.00 | 1,100.00 | 5,500.00 |
| 8 | Fire Hydrant | EA | 5 | 3,070.00 | 15,350.00 | 3,500.00 | 17,500.00 | 4,000.00 | 20,000.00 | 3,500.00 | 17,500.00 | 3,000.00 | 15,000.00 |
| 9 | 16" P.V.C. Casing | LF | 200 | 70.00 | 14,000.00 | 30.00 | 6,000.00 | 30.00 | 6,000.00 | 47.00 | 9,400.00 | 35.00 | 7,000.00 |
| 10 | Reconnect Exist Meters | EA | 96 | 220.00 | 21,120.00 | 100.00 | 9,600.00 | 100.00 | 9,600.00 | 280.00 | 26,880.00 | 300.00 | 28,800.00 |
| 11 | 3/4" Single Service Connection | EA | 96 | 440.00 | 42,240.00 | 350.00 | 33,600.00 | 300.00 | 28,800.00 | 384.00 | 36,864.00 | 400.00 | 38,400.00 |
| 12 | Cut & Repair Asphalt | LF | 160 | 55.00 | 8,800.00 | 30.00 | 4,800.00 | 10.00 | 1,600.00 | 35.00 | 5,600.00 | 30.00 | 4,800.00 |
| 13 | Water Line Tie-in | EA | 3 | 1,500.00 | 4,500.00 | 2,500.00 | 7,500.00 | 2,000.00 | 6,000.00 | 1,475.00 | 4,425.00 | 2,500.00 | 7,500.00 |
| 14 | Cut & Repair Driveways (Concrete) | EA | 33 | 750.00 | 24,750.00 | 1,500.00 | 49,500.00 | 300.00 | 9,900.00 | 1,000.00 | 33,000.00 | 2,000.00 | 66,000.00 |
| 15 | 6" PVC Waterline DR-18 | LF | 500 | 14.50 | 7,250.00 | 11.00 | 5,500.00 | 18.00 | 9,000.00 | 28.00 | 14,000.00 | 16.00 | 8,000.00 |
| 16 | 8" X 6" Reducer | EA | 2 | 360.00 | 720.00 | 500.00 | 1,000.00 | 400.00 | 800.00 | 555.00 | 1,110.00 | 450.00 | 900.00 |
| 17 | 6" M.J. Tee | EA | 2 | 440.00 | 880.00 | 500.00 | 1,000.00 | 500.00 | 1,000.00 | 830.00 | 1,660.00 | 450.00 | 900.00 |
| 18 | 2" Flush Valve | EA | 1 | 1,200.00 | 1,200.00 | 450.00 | 450.00 | 1,500.00 | 1,500.00 | 1,200.00 | 1,200.00 | 700.00 | 700.00 |
| | | | | Total Bid: | $258,441.50 | Total Bid: | 233,333.00 | Total Bid: | $241,220.00 | Total Bid: | $303,475.00 | Total Bid: | $306,588.00 |

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers * Land Surveyors

Project Name: "City of Alamo Highview Subdivision
Waterline Improvements
Owner: City of Alamo
Opening Date: January 11, 2017 @ 9:30 a.m.



| | | | | O.G. Construction Company, LLC | | Saenz Utility Contractors, LLC | | LAZCAMREA, LLC | | J.M. Construction | | RG Enterprises, LLC dba G&G Contractors | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| I. | Water Distribution System | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 1 | 8" P.V.C. DR-18 | LF | 5,291 | 16.79 | 88,835.89 | 12.75 | 67,460.25 | 17.00 | 89,947.00 | 21.00 | 111,111.00 | 17.50 | 92,592.50 |
| 2 | 8" Valve & Box | EA | 12 | 1,399.00 | 16,788.00 | 2,435.25 | 29,223.00 | 1,100.00 | 13,200.00 | 1,800.00 | 21,600.00 | 1,892.50 | 22,710.00 |
| 3 | 8" M.J. Tee | EA | 7 | 549.00 | 3,843.00 | 574.50 | 4,021.50 | 520.00 | 3,640.00 | 800.00 | 5,600.00 | 687.50 | 4,812.50 |
| 4 | 8" M.J. 22 1/2° Bends | EA | 2 | 379.50 | 759.00 | 360.00 | 720.00 | 450.00 | 900.00 | 700.00 | 1,400.00 | 562.50 | 1,125.00 |
| 5 | 8" M.J. 90° Bend | EA | 4 | 400.00 | 1,600.00 | 398.50 | 1,594.00 | 450.00 | 1,800.00 | 700.00 | 2,800.00 | 562.50 | 2,250.00 |
| 6 | 8" x 6" M.J. Tee | EA | 5 | 350.00 | 1,750.00 | 471.25 | 2,356.25 | 500.00 | 2,500.00 | 600.00 | 3,000.00 | 525.00 | 2,625.00 |
| 7 | 6" Valve & Box | EA | 5 | 792.00 | 3,960.00 | 1,750.25 | 8,751.25 | 860.00 | 4,300.00 | 1,100.00 | 5,500.00 | 1,100.00 | 5,500.00 |
| 8 | Fire Hydrant | EA | 5 | 2,970.00 | 14,850.00 | 3,759.25 | 18,796.25 | 3,000.00 | 15,000.00 | 3,000.00 | 15,000.00 | 4,375.00 | 21,875.00 |
| 9 | 16" P.V.C. Casing | LF | 200 | 39.69 | 7,938.00 | 175.50 | 35,100.00 | 46.00 | 9,200.00 | 30.00 | 6,000.00 | 30.00 | 6,000.00 |
| 10 | Reconnect Exist Meters | EA | 96 | 25.00 | 2,400.00 | 425.25 | 40,824.00 | 150.00 | 14,400.00 | 80.00 | 7,680.00 | 356.25 | 34,200.00 |
| 11 | 3/4" Single Service Connection | EA | 96 | 225.00 | 21,600.00 | 440.25 | 42,264.00 | 400.00 | 38,400.00 | 400.00 | 38,400.00 | 687.50 | 66,000.00 |
| 12 | Cut & Repair Asphalt | LF | 160 | 25.00 | 4,000.00 | 125.50 | 20,080.00 | 20.00 | 3,200.00 | 25.00 | 4,000.00 | 47.50 | 7,600.00 |
| 13 | Water Line Tie-in | EA | 3 | 1,400.00 | 4,200.00 | 850.25 | 2,550.75 | 3,500.00 | 10,500.00 | 1,500.00 | 4,500.00 | 2,289.16 | 6,867.48 |
| 14 | Cut & Repair Driveways (Concrete) | EA | 33 | 690.00 | 22,770.00 | 250.25 | 8,258.25 | 700.00 | 23,100.00 | 800.00 | 26,400.00 | 2,062.50 | 68,062.50 |
| 15 | 6" PVC Waterline DR-18 | LF | 500 | 10.71 | 5,355.00 | 11.75 | 5,875.00 | 14.00 | 7,000.00 | 20.00 | 10,000.00 | 13.75 | 6,875.00 |
| 16 | 8" X 6" Reducer | EA | 2 | 450.00 | 900.00 | 325.00 | 650.00 | 500.00 | 1,000.00 | 850.00 | 1,700.00 | 562.50 | 1,125.00 |
| 17 | 6" M.J. Tee | EA | 2 | 450.00 | 900.00 | 420.00 | 840.00 | 450.00 | 900.00 | 800.00 | 1,600.00 | 562.50 | 1,125.00 |
| 18 | 2" Flush Valve | EA | 1 | 935.00 | 935.00 | 350.25 | 350.25 | 450.00 | 450.00 | 1,600.00 | 1,600.00 | 1,250.00 | 1,250.00 |
| | | | | | | | | | | | | | |
| | | | | Total Bid: | $203,383.89 | Total Bid: | 289,714.75 | Total Bid: | $239,437.00 | Total Bid: | $267,891.00 | Total Bid: | $352,594.98 |
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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers * Land Surveyors

Project Name: "City of Alamo Highview Subdivision Waterline Improvements
Owner: City of Alamo
Opening Date: January 11, 2017 @ 9:30 a.m.



| | | | | Filegonia Site Contractors, LLC | | Hector Balderas, LLC | | Castle Enterprises, LLC | | RDH Site & Concrete, LLC | | Jimmy Closner & Sons Construction Co. Inc | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| | | | | | | | | | | | | | |
| I. | Water Distribution System | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 1 | 8" P.V.C. DR-18 | LF | 5,291 | 20.10 | 106,349.10 | 17.50 | 92,592.50 | 19.20 | 101,587.20 | 15.00 | 79,365.00 | 55.80 | 295,237.80 |
| 2 | 8" Valve & Box | EA | 12 | 1,320.00 | 15,840.00 | 1,812.50 | 21,750.00 | 1,320.00 | 15,840.00 | 2,000.00 | 24,000.00 | 1,500.00 | 18,000.00 |
| 3 | 8" M.J. Tee | EA | 7 | 440.00 | 3,080.00 | 600.00 | 4,200.00 | 600.00 | 4,200.00 | 1,000.00 | 7,000.00 | 700.00 | 4,900.00 |
| 4 | 8" M.J. 22 1/2° Bends | EA | 2 | 315.00 | 630.00 | 600.00 | 1,200.00 | 510.00 | 1,020.00 | 500.00 | 1,000.00 | 600.00 | 1,200.00 |
| 5 | 8" M.J. 90° Bend | EA | 4 | 315.00 | 1,260.00 | 750.00 | 3,000.00 | 510.00 | 2,040.00 | 500.00 | 2,000.00 | 600.00 | 2,400.00 |
| 6 | 8" x 6" M.J. Tee | EA | 5 | 385.00 | 1,925.00 | 750.00 | 3,750.00 | 612.00 | 3,060.00 | 1,000.00 | 5,000.00 | 650.00 | 3,250.00 |
| 7 | 6" Valve & Box | EA | 5 | 890.00 | 4,450.00 | 875.00 | 4,375.00 | 1,080.00 | 5,400.00 | 1,600.00 | 8,000.00 | 1,150.00 | 5,750.00 |
| 8 | Fire Hydrant | EA | 5 | 2,740.00 | 13,700.00 | 6,000.00 | 30,000.00 | 3,600.00 | 18,000.00 | 7,000.00 | 35,000.00 | 4,500.00 | 22,500.00 |
| 9 | 16" P.V.C. Casing | LF | 200 | 33.50 | 6,700.00 | 31.25 | 6,250.00 | 43.20 | 8,640.00 | 20.00 | 4,000.00 | 80.00 | 16,000.00 |
| 10 | Reconnect Exist Meters | EA | 96 | 105.40 | 10,118.40 | 125.00 | 12,000.00 | 360.00 | 34,560.00 | 150.00 | 14,400.00 | 550.00 | 52,800.00 |
| 11 | 3/4" Single Service Connection | EA | 96 | 314.15 | 30,158.40 | 750.00 | 72,000.00 | 456.00 | 43,776.00 | 275.00 | 26,400.00 | 700.00 | 67,200.00 |
| 12 | Cut & Repair Asphalt | LF | 160 | 20.60 | 3,296.00 | 15.62 | 2,499.20 | 27.60 | 4,416.00 | 32.00 | 5,120.00 | 10.00 | 1,600.00 |
| 13 | Water Line Tie-in | EA | 3 | 691.00 | 2,073.00 | 3,500.00 | 10,500.00 | 1,500.00 | 4,500.00 | 900.00 | 2,700.00 | 3,500.00 | 10,500.00 |
| 14 | Cut & Repair Driveways (Concrete) | EA | 33 | 691.00 | 22,803.00 | 625.00 | 20,625.00 | 720.00 | 23,760.00 | 1,000.00 | 33,000.00 | 50.00 | 1,650.00 |
| 15 | 6" PVC Waterline DR-18 | LF | 500 | 18.10 | 9,050.00 | 15.00 | 7,500.00 | 13.20 | 6,600.00 | 15.00 | 7,500.00 | 50.00 | 25,000.00 |
| 16 | 8" X 6" Reducer | EA | 2 | 275.00 | 550.00 | 1,000.00 | 2,000.00 | 510.00 | 1,020.00 | 350.00 | 700.00 | 500.00 | 1,000.00 |
| 17 | 6" M.J. Tee | EA | 2 | 340.00 | 680.00 | 750.00 | 1,500.00 | 594.00 | 1,188.00 | 1,000.00 | 2,000.00 | 550.00 | 1,100.00 |
| 18 | 2" Flush Valve | EA | 1 | 960.00 | 960.00 | 437.50 | 437.50 | 504.00 | 504.00 | 250.00 | 250.00 | 2,500.00 | 2,500.00 |
| | | | | | | | | | | | | | |
| | | | | Total Bid: | $233,622.90 | Total Bid: | 296,179.20 | Total Bid: | $280,111.20 | Total Bid: | $257,435.00 | Total Bid: | $532,587.80 |
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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers * Land Surveyors

Project Name: "City of Alamo Highview Subdivision
Waterline Improvements
Owner: City of Alamo
Opening Date: January 11, 2017 @ 9:30 a.m.



| | | | | RM Walsdorf, Inc | | Pederson Construction, Inc | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | Description | Unit | Quantity | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal | Unit Cost | Subtotal |
| | | | | | | | | | | | | | |
| I. | Water Distribution System | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 1 | 8" P.V.C. DR-18 | LF | 5,291 | 22.00 | 116,402.00 | 24.00 | 126,984.00 | | - | | - | | - |
| 2 | 8" Valve & Box | EA | 12 | 1,288.52 | 15,462.24 | 1,240.00 | 14,880.00 | | - | | - | | - |
| 3 | 8" M.J. Tee | EA | 7 | 616.73 | 4,317.11 | 850.00 | 5,950.00 | | - | | - | | - |
| 4 | 8" M.J. 22 1/2° Bends | EA | 2 | 399.23 | 798.46 | 670.00 | 1,340.00 | | - | | - | | - |
| 5 | 8" M.J. 90° Bend | EA | 4 | 465.84 | 1,863.36 | 691.00 | 2,764.00 | | - | | - | | - |
| 6 | 8" x 6" M.J. Tee | EA | 5 | 507.41 | 2,537.05 | 782.00 | 3,910.00 | | - | | - | | - |
| 7 | 6" Valve & Box | EA | 5 | 940.23 | 4,701.15 | 1,068.00 | 5,340.00 | | - | | - | | - |
| 8 | Fire Hydrant | EA | 5 | 3,811.55 | 19,057.75 | 2,803.00 | 14,015.00 | | - | | - | | - |
| 9 | 16" P.V.C. Casing | LF | 200 | 57.91 | 11,582.00 | 41.00 | 8,200.00 | | - | | - | | - |
| 10 | Reconnect Exist Meters | EA | 96 | 144.90 | 13,910.40 | 63.00 | 6,048.00 | | - | | - | | - |
| 11 | 3/4" Single Service Connection | EA | 96 | 507.59 | 48,728.64 | 575.00 | 55,200.00 | | - | | - | | - |
| 12 | Cut & Repair Asphalt | LF | 160 | 58.80 | 9,408.00 | 35.00 | 5,600.00 | | - | | - | | - |
| 13 | Water Line Tie-in | EA | 3 | 2,653.73 | 7,961.19 | 2,400.00 | 7,200.00 | | - | | - | | - |
| 14 | Cut & Repair Driveways (Concrete) | EA | 33 | 316.57 | 10,446.81 | 600.00 | 19,800.00 | | - | | - | | - |
| 15 | 6" PVC Waterline DR-18 | LF | 500 | 19.53 | 9,765.00 | 17.00 | 8,500.00 | | - | | - | | - |
| 16 | 8" X 6" Reducer | EA | 2 | 244.15 | 488.30 | 600.00 | 1,200.00 | | - | | - | | - |
| 17 | 6" M.J. Tee | EA | 2 | 396.73 | 793.46 | 750.00 | 1,500.00 | | - | | - | | - |
| 18 | 2" Flush Valve | EA | 1 | 550.00 | 550.00 | 1,020.00 | 1,020.00 | | - | | - | | - |
| | | | | | | | | | | | | | |
| | | | | Total Bid: | $278,772.92 | Total Bid: | 289,451.00 | Total Bid: | $ - | Total Bid: | $ - | Total Bid: | $ - |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE: January 11, 2017** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "City of Alamo – Highview S/D Waterline Improvements"**

**BID NO: 5016-05-0310-5000-0500-UCP-ML**

**Addendums 1 & 2 required**

**PROCURMENT SPECIALIST:**

| RFB NO. | NAME OF COMPANY | Acknowledgement of Addendum 1 & 2 | | BID PRICE | BID BOND OR CHECK INCLUDED |
|---|---|---|---|---|---|
| #1 | Sanchez United Contracting, Inc. | Acknowledged | Acknowledged | $258,441.50 | Bid Bond Included |
| #2 | The 5125 Company | Acknowledged | Acknowledged | $233,333.00 | Bid Bond Included |
| #3 | Benchmark Utility Contractors, Inc. | Acknowledged | Not Acknowledged | $241,220.00 | Bid Bond Included |
| #4 | Texas Cordia Construction, LLC | Acknowledged | Acknowledged | $303,475.00 | Bid Bond Included |
| #5 | PEGA JPS Utilities, LLC | Acknowledged | Acknowledged | $306,588.00 | Bid Bond Included |
| #6 | O. G. Construction Company, LLC | Acknowledged | Acknowledged | $203,383.89 | Bid Bond Included |
| #7 | Saenz Utility Contractors, LLC | Acknowledged | Acknowledged | $289,715.75 | Bid Bond Included |
| #8 | Lazcamrea, LLC | Acknowledged | Acknowledged | $239,873.00 | Bid Bond Included |
| #9 | J. M. Construction | Acknowledged | Acknowledged | $267,891.00 | Bid Bond Included |

| | | | | | |
|---|---|---|---|---|---|
| **#10** | RG Enterprises, LLC dba G&G Contractors | Acknowledged | Acknowledged | $352,594.98 | Bid Bond Included |
| **#11** | Filegonia Site Contractors, LLC | Acknowledged | Acknowledged | $233,622.90 | Bid Bond Included |
| **#12** | Hector Balderas, LLC | Acknowledged | Acknowledged | $296,179.20 | Bid Bond Included |
| **#13** | Castle Enterprises, LLC | Acknowledged | Acknowledged | $280,111.20 | Bid Bond Included |
| **#14** | RDH Site and Concrete, LLC | Acknowledged | Acknowledged | $256,435.00 | Bid Bond Included |
| **#15** | Jimmy Closner & Sons Construction Co., Inc. | Acknowledged | Acknowledged | $532,587.80 | Bid Bond Included |
| **#16** | RM Walsdorf, Inc. | Acknowledged | Not Acknowledged | $278,772.90 | Bid Bond Included |
| **#17** | Pederson Construction Co., Inc. | Acknowledged | Acknowledged | $289,451.00 | Bid Bond Included |

# CONSTRUCTION CONTRACT

This Agreement entered into this **February 6, 2017** 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 **OG Construction Co., LLC (a limited liability company)** (a partnership) (an individual) of **Edinburg,** State of 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:** | **City of Alamo – Highview S/D Waterline Improvements** |
| **PROJECT No.:** | **5016-05-0310-5000-0500-UCP-ML** |
| **PROJECT DESCRIPTION:** | **Waterline Improvements** |

heinafter called the project, for the sum of **($203,383.89) Two Hundred Three Thousand Three Hundred Eighty-Three dollars and Eighty-Nine 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 **Quintanilla, Headley and Associates** 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 **(120) One Hundred Twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($400.00) Four 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.

Omar Garcia, Owner
OG Construction Co., LLC

Name of Firm: OG Construction Co., LLC

Address: 4021 N. Closner Blvd.
Edinburg, TX 78541

Federal I.D./S.S.: 46-4834025

**STATE OF TEXAS** '
'
**COUNTY OF HIDALGO** '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual) (limited liability company)

_____
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: April 28, 2016**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2017

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**
MS&B Bonds and Insurance Services
1421 Hanz Drive
New Braunfels TX 78130

**CONTACT NAME:** Doug Brewka
**PHONE (A/C, No, Ext):** (830) 387-7019 **FAX (A/C, No):** (830) 387-7022
**E-MAIL ADDRESS:** dbrewka@msbbonds.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Southwest Risk | |
| INSURER B: Union Standard Ins Group | 43435 |
| INSURER C: Service Lloyds | |
| INSURER D: Liberty Mutual | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
OG Construction Co., LLC
4021 N. Closner Blvd
Edinburg TX 78541

**COVERAGES** **CERTIFICATE NUMBER:** CL1682609311 **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<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 3C51918 | 8/29/2016 | 8/29/2017 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>X Physical Damage | | | CAA4695484-12 | 8/29/2016 | 8/29/2017 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>UIM UM Conversion | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | MKLV4EUL100230 | 8/29/2016 | 8/29/2017 | EACH OCCURRENCE<br>AGGREGATE<br>Products/Completed Ops | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC0094984-2016A | 8/29/2016 | 8/29/2017 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Inland Marine<br>Leased/Rented Equipment | | | 8232415 | 8/29/2016 | 8/29/2017 | Limit Per Item<br>Limit Per Occurrance | $250,000<br>$500,000 |

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 automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The GEneral Liability policy contains a special provision with "Primary and Noncontributory" wording.

**CERTIFICATE HOLDER**
Hidalgo County Urban County Program
427 E. Duranta Ave
Suite 107
Alamo, TX 78516

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Tom Brewka/BREWKD

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The ACORD name and logo are registered marks of ACORD

# COMMENTS/REMARKS

Project: City of Alamo Highview Subdivision Waterline Improvements - Bid No.: 5016-05-0310-5000-0500-UCP-ML


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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:**
2017-156698

**Date Filed:**
01/20/2017

**Date Acknowledged:**
01/31/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
O.G. Construction Co., 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.**
5016-65-0311-5000-6500-UCP-ML
Street Improvements

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Garcia, Omar | Edinburg, TX United States | X | |
| | | | |
| | | | |
| | | | |
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| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-156690

**Date Filed:**
01/20/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
O.G. Construction Co., 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.**
5016-05-0310-5000-0500-UCP-ML
Water Line Improvements

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Garcia, Omar | Edinburg, TX United States | X | |
| | | | |
| | | | |
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| | | | |
| | | | |

**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.

NORMA LINDA FLORES
My Commission Expires
March 10, 2017
ID#4243385

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Omar F Garcia, this the 20th day of Jan, 20 2017, 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-58279** **Urban County** **16. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** URBAN COUNTY

---

## Information

**CAPTION**

Requesting approval of First Amendment to Inter Local Agreement by and between Hidalgo County Urban County Program and Hidalgo County Drainage District No.1 as it relates to Alberta Drain Project.

**BACKGROUND**

Amendment was necessary to adjust the increase in material costs that the District will be contributing for the Alberta Drain Project.

---

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No Fiscal Impact to the County, amendment is increasing the District's contribution for materials costs.

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## Attachments

backup

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 09:30 AM |
| Merlen P. Munoz | Merlen P. Munoz | 02/01/2017 09:52 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Sandra Regalado Started On: 01/30/2017 02:01 PM

Final Approval Date: 02/02/2017

**STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

## FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

This First Amendment to Agreement is made this _____ day of _____, 2017 by and between Hidalgo County, Texas acting by and through its Hidalgo County Urban County Program (the "County") and Hidalgo County Drainage District No. 1 (the "District");

WHEREAS, County and District entered into that certain Interlocal Cooperation Agreement dated November 10, 2016 (the "Agreement") for improvement of the Alberta Drain; and

WHEREAS, the parties have now determined to amend the Agreement due to an increase in material costs.

NOW THEREFORE, for and in consideration of the increase of the material costs, County and District hereby mutually agree to the following Amendment to the Agreement:

1. Numbered paragraph 2 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   District shall contribute materials with a value of $189,000.00 and the sum of Three Hundred Twenty One Thousand Thirteen and 46 one hundredths Dollars ($321,013.46) to Urban County.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. County and District ratify and confirm the terms and provisions of the Agreement as amended.

   EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

By: _____
Ramon Garcia, Board Chair

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM;

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

## RE: First Amendment to Interlocal- Alberta Drain

**From :** Steve Crain <scrain@atlashall.com> Mon, Jan 30, 2017 03:15 PM
**Subject :** RE: First Amendment to Interlocal- Alberta Drain
**To :** 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

If the terms of the First Amendment meet with approval the agreement is fine.

-----Original Message-----
From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Monday, January 30, 2017 2:38 PM
To: Steve Crain <scrain@atlashall.com>
Subject: First Amendment to Interlocal- Alberta Drain

Good Afternoon,

Attached please find a copy of the interlocal agreement provided to us by the Drainage District for review and/or approval. The Amendment was placed on the agenda for approval by the District's Board and is pending approval by Hidalgo County - Urban County Program. Please let me know what changes need to be made.

Respectfully,

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

**AI-58301** **Urban County** **16. D.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** URBAN COUNTY

## Information

**CAPTION**

Authority to negotiate a professional engineering service contract with the second highest ranked firm of Javier Hinojosa Engineering, for the provision of engineering services for an Urban County Program Year 29 (2016) San Juan, Street Improvements project.

**BACKGROUND**

Negotiations with the No. 1 ranked firm, S & B Infrastructure were not successful. The scoring grid for engineering firms for the San Juan Street Improvements Project was originally presented in Hidalgo County Commissioners' Court on September 13, 2016 and ranked the following firms, of which S & B Infrastructure, Ltd., was ranked No. 1 and Javier Hinojosa was ranked No. 2.

| Professional Service Firm | Grade | Ranked |
|---|---|---|
| S & B Infrastructure | 94.67% | |
| Javier Hinojosa Engineering | 93.33% | |
| Perez Consulting Engineers | 91.67% | |

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Urban Co. funds

## Attachments

2nd highest ranked Firm Javier Hinojosa Engineering

## Form Review

**Inbox** **Reviewed By** **Date**

| | | |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 08:17 AM |
| Ivan Cantu | Ivan Cantu | 02/01/2017 11:20 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Olga Lerma Started On: 01/31/2017 04:52 PM

Final Approval Date: 02/02/2017

# URBAN COUNTY PROGRAM

**Hidalgo County Commissioners' Court**
**Agenda Request Form**

No. 56234
Lupita V. Garcia

**Date:** September 6, 2016
**Deadline for Action:** A.S.A.P.
**Department:** *Urban County Program*

**Meeting Date Request:** September 13, 2016
**Contact Person:** Diana R. Serna
**Phone:** (956) 787-8127 **Fax:** (956) 318-2988

***Diana R. Serna, UCP Director*** DRS

**Caption:**

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

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

| Professional Service Firm | Grade | Ranked |
|---|---|---|
| S & B Infrastructure | 94.67 | 1 |
| Javier Hinojosa Engineering | 93.33% | 2 |
| Perez Consulting Engineers | 91.67% | 3 |

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of S & B Infr. for the provision of engineering services for an Urban County Program Year 29 (2016) San Juan, Street Improvements project.

**Background:**

Project consists of the re-construction of several streets to include but not limited to adjacent/abutting streets within the same general vicinity and any related appurtenances. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Locations: Salazar St. (from Pullin Ave. to Coconut Palm Ave.) Pullin Avenue (from FM 495 to Salazar St.), Hooper Avenue (from FM 495 to Salazar St.) and Coconut Palm Ave. (from FM 495 to Salazar St.), San Juan, TX 78589.

Deputy Director _____
Finance _____

Please initial for approval:

Legal Counsel_____ Budget_____ Human Resources_____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes_____No_____
Account code:_____Impact on Future budget: Yes_____No

**Comments:**

APPROVED
County Commissioners' Court
DATE: 9-13-16 DRS

Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

*c:\wpwin60\wpdocs\agreqfrm.wpd*

**AI-58300** **Urban County** **16. E.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** URBAN COUNTY

## Information

**CAPTION**

Authority to negotiate a professional engineering service contract with the second highest ranked firm of Strada Group, for the provision of engineering services for an Urban County Program Year 29 (2016) Sullivan City Drainage Improvements project.

**BACKGROUND**

Negotiations with the No. 1 ranked firm, S & B Infrastructure were not successful. The scoring grid for engineering firms for the Sullivan City Drainage Improvements Project was originally presented in Hidalgo County Commissioner's Court on September 27, 2016 and ranked the following firms, of which S & B Infrastructure Ltd, was ranked No. 1 and Strada Group was ranked No. 2.

Reference AI-56535 9-27-2016

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

## Fiscal Impact

## Attachments

Second Highest ranked Firm Strada Group

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/31/2017 04:54 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Olga Lerma | | Started On: 01/31/2017 04:44 PM |

Final Approval Date: 02/02/2017

# URBAN COUNTY PROGRAM

**Hidalgo County Commissioners' Court**
**Agenda Request Form**

No. 56535
Lupita V. Garcia

**Date:** September 19, 2016
**Deadline for Action:** A.S.A.P.
**Department:** *Urban County Program*

**Meeting Date Request:** September 27, 2016
**Contact Person:** Diana R. Serna
**Phone:** (956) 787-8127 **Fax:** (956) 318-2988

***Diana R. Serna, UCP Director*** DRS

**Caption:**

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

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

| Professional Service Firm | Grade | Ranked |
|---|---|---|
| S & B Infrastructure | 95.33% | 1 |
| Strada Group | 89.67% | 2 |
| Urban Infrastructure Group | 83.67% | 3 |

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of S & B Infrastructure for the provision of engineering services for an Urban County Program Year 29 (2016) Sullivan City - Flood Drainage Improvements project.

**Background:**
Project consists of the construction of a swale/bar ditch and valley gutters, to include but not limited to the installation of driveway culvert pipes, safety ends, related street resurfacing improvements and replacement of existing driveways up to property line. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: El Pinto Road (from Expressway 83 to Bluebird Street), Sullivan City, TX 78595.

Deputy Director MB
Finance _____

Please initial for approval:

Legal Counsel_____ Budget_____ Human Resources_____
Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes____No
Account code:_____Impact on Future budget: Yes_____No
**Comments:**

APPROVED
County Commissioners' Court
DATE: 9-27-16 DRS

Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

**AI-58269** **Elections Administration** **17. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Yvonne Ramon, ELECTIONS DEPT.

**Submitted By:** Melanie Esparza, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

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**Information**

**CAPTION**

Elections Contract §31.100 (1100):
Approval of 2017 appropriation of funds in the amount of $50,000 to fund anticipated expenditures.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-414-00-130-023-0-752

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

**BUDGETARY IMPACT:**

Funds available pending closing of FY2016 by the Auditor's Office.

Monies are to be unreserved from acct#7-1100-255-02-000-006-0-000 GEN FD-RESTRICTED F/B-ELECTIONS CONTRACT.

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**Attachments**

Appropriation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:12 PM |
| Merlen P. Munoz | Merlen P. Munoz | 01/31/2017 08:53 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Melanie Esparza | | Started On: 01/30/2017 10:11 AM |
| Final Approval Date: 02/02/2017 | | |

**DATE:** February 6, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**2017**
**Appropriation**
**AI-58269**

**DEPARTMENT NAME:** Department of Budget & Management for **Elections Contract**

**ACCOUNT NUMBER:** 7-1100-414-00-130-023-0-XXX

**Contact Person:** Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 7-1100-414-00-130-023-0- 752 | ELECTIONS CONTRACT | VEHICLES | 50,000.00 |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **50,000.00** |

**REASON:** To appropriate funding for anticipated expenditures.

Note: Monies are to be unreserved from acct#7-1100-255-02-000-006-0-000 Fund Balance - Restricted For Elections Contract

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-58244** **WIC** **18. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Margarita Gonzalez, WIC

**Department:** WIC

## Information

**CAPTION**

WIC: (1292)

1. Ratification of application that was submitted on January 3, 2017 for FY 2018.

| Amendment | Amount Increase | Amendment Total |
|---|---|---|
| FY17 Oct. 1, 2016 - Sept. 30, 2017 | $75,000.00 | $12,375,469.00 |
| FY18 Oct. 1, 2017 - Sept. 30, 2018 | $12,303,695.00 | $12,303,695.00 |
| | | $24,679,164.00 |

2. Approval to accept the Contract No. 2017-049851-001A from the Department Of State Health Services. The purpose of the amendment is to amend certain contractual language, increase the award amount by $75,000.00 for a total of $12,375,469.00 which is allocated toward Fiscal Year 2017 for contract term from (October 1, 2016 through September 30, 2017) and allocate $12,303,695 for Fiscal Year 2018 (October 1, 2017 through September 30, 2018) for a total of ($24,679,164.00).
This Amendment No. 1 shall be effective February 1, 2017

3. Requesting approval for County Judge to sign the Signature Page for Amendment No.1 DSHS Contract No. 207004985-001A.

4. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act for the Amendment No.1 DSHS Contract No. 207004985-001A.

5. Requesting approval of the Certification of Revenue in the amount $75,000 by County Auditor.

**BACKGROUND**

Email on the Update of Contact Information and WIC Form A Face Page for FY2018

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7.1292.441.00.350.001.7.xxx

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

**BUDGETARY IMPACT:**

No County Match: 100% Federal Funded

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**Attachments**

DSHS FY 2017 Amendment No.1
FY2018 Renewal Application
FY17 Local Funding Amendment
Update Contact Inf.
COR

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:10 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Margarita Gonzalez Started On: 01/26/2017 02:08 PM
Final Approval Date: 02/02/2017

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

**DEPARTMENT OF STATE HEALTH SERVICES**
**CONTRACT NO. 2017-049851-001A**
**AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **HIDALGO COUNTY HEALTH AND HUMAN SERVICES** ("Contractor"), who are collectively referred to herein as the "Parties," to that certain Women, Infant and Children's Nutrition Local Agency grant contract effective October 1, 2016 and denominated DSHS Contract No. 2017-049851-001 ("Contract"), now desire to amend the Contract.

**WHEREAS**, the parties desire to revise the Budget and extend the term of the Contract to allow for successful completion of the Project; and

**WHEREAS**, these revisions will result in an addition of **TWELVE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS ($12,378,695.00)** in funds.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. The Parties agree to correct the section numbering in the Contract Signature Page to reflect a sequential order.

2. **SECTION III** of the Contract Signature Page, **(DURATION)**, is hereby amended to reflect a new termination date of September 30, 2018.

3. **SECTION IV** of the Contract Signature Page, **(BUDGET)**, is deleted and replaced in its entirety with the following:

   **IV. BUDGET**
   The total amount of this Contract will not exceed **TWENTY-FOUR MILLION SIX HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS ($24,679,164.00 )**, of which **$12,375,469.00** is allocated toward Fiscal Year 2017 (October 1, 2016 through September 30, 2017) and **$12,303,695.00** is allocated toward Fiscal Year 2018 (October 1, 2017 through September 30, 2018). All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work**.

4. The Supplemental Conditions in **Attachment D - Supplemental and Special Conditions**, is hereby amended to add the following language:

   **Section 9.02 Insurance, of the Health and Human Services Commission Uniform Terms and Conditions - Grant, Version 2.13 is deleted in its entirety and replaced with the following:**

   **9.02 Insurance**

   As a local government as such term is defined under Tex. Gov't Code § 791.003(4), Grantee agrees to maintain the highest levels of insurance as required by applicable law.

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

4. This Amendment No.1 shall be effective as of February 1, 2017.

5. Except as amended and modified by this Amendment No. 1 all terms and conditions of the Contract, as amended, shall remain in full force and effect.

6. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

**SIGNATURE PAGE FOR AMENDMENT NO. 1**
**DSHS CONTRACT NO. 2017-049851-001A**

| **HEALTH AND HUMAN SERVICES COMMISSION** | **HIDALGO COUNTY HEALTH AND HUMAN SERVICES** |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date of Execution: _____ | Date of Execution: _____ |

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT A-1-FFATA**

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

| | |
|---|---|
| **Legal Name of Contractor:**<br>Hidalgo County | **FFATA Contact # 1 Name, Email and Phone Number:**<br>Ramon Garcia<br>ramon.garcia@co.hidalgo.tx.us<br>(956)381-2600 |
| **Primary Address of Contractor:**<br>100 E. Cano 2nd Floor<br>Edinburg, Texas 78539 | **FFATA Contact #2 Name, Email and Phone Number:**<br>Raymundo Eufracio, CPA<br>ray.eufracio@co.hidalgo.tx.us<br>(956)381-2511 ext. 4604 |
| **ZIP Code: 9-digits Required www.usps.com**<br>7 8 5 3 0 - 6 3 6 2 | **DUNS Number: 9-digits Required www.sam.gov**<br>1 0 3 1 1 0 8 3 4 |
| **State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits**<br>1 7 4 6 0 0 0 7 1 7 6 0 6 0 | |

| | |
|---|---|
| **Printed Name of Authorized Representative**<br>Ramon Garcia | **Signature of Authorized Representative** |
| **Title of Authorized Representative**<br>Hidalgo County Judge | **Date** |

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☒ Yes ☐ No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☒ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

**If your answer is "Yes" to this question, where can this information be accessed?**

---

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**For example:**

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000*

**Provide compensation information here:**

# Texas Department of State Health Services (DSHS)
## Fiscal Year 2018 WIC FORM A: Renewal Application
### Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

*This form is part of the organization's contractual agreement with DSHS and must be completed in its entirety.*
*The organization is responsible for notifying DSHS of any changes within the fiscal year of the information documented on this form.*

**ORGANIZATION INFORMATION**

1) **LEGAL BUSINESS NAME** (no abbreviations): **Hidalgo County Health and Human Services WIC Program**

2) **MAILING Address Information** (include mailing address, street, city, county, state and 9-digit zip code):
**3105 W. University Drive, Edinburg, Texas 78539**

3) **PAYEE Name and Mailing Address** (where payment is to be received if different from above):
Norma Garcia, Hidalgo County Treasurer, 2801 S. Business 281, Edinburg, Texas 78539-0834

4a) **DUNS Number** (9-digit): 10-311-0834

b) **CCR number** (optional/please provide if available):

5) **Federal Tax ID No.** (9 digit) or **State of Texas Comptroller Vendor ID No.** (14 digit): 74-6000717

6a) **TYPE OF ENTITY** (check all that apply by double-clicking on the box provided):

| | | |
|---|---|---|
| ☐ City | ☐ Nonprofit Organization* | ☐ Faith Based (Nonprofit Org) |
| ☒ County | ☐ For Profit Organization* | ☐ Federally Qualified Health Centers |
| ☐ State Agency | ☐ HUB certified | ☐ State Controlled Institution of Higher Learning |
| ☐ Other Political Subdivision | ☐ Community Based Organization | ☐ Hospital |
| ☐ Indian Tribe | ☐ Minority Organization | ☐ Other (specify): |

6b) ***If a Non-Profit or For-Profit Corporation**, provide the charter/file number assigned by the Texas Secretary of State:* _____

7) **CONTRACT/BUDGET PERIOD:** **Start Date:** October 1, 2017 **End Date:** September 30, 2018

8) **COUNTIES SERVED BY PROGRAM** (counties assigned by the WIC program)
**Hidalgo and Starr**

9) **PROGRAM DIRECTOR (WIC Director)**

| | |
|---|---|
| Name: | **Clarissa Ramirez** |
| Title: | **WIC Director** |
| Phone: | **(956)381-4646 ext. 4041** |
| Fax: | **(956)380-4056** |
| Email: | **clarissa.ramirez@wic.co.hidalgo.tx.us** |
| Mailing Address: | **3105 W. University, Edinburg, Texas 78539** |

10) **PROGRAM ACCOUNTANT(S)** Add additional names if more than 1 accountant is processing WIC vouchers

| | | | |
|---|---|---|---|
| Name: | **Margarita Gonzalez** | Name: | **Deborah Fisher** |
| Title: | **Grant Accountant** | Title: | **Grant Accountant Supervisor** |
| Phone: | **(956)381-4646 ext. 4042** | Phone: | **(956)381-2511 ext. 4670** |
| Fax: | **(956)381-0017** | Fax: | **(956)381-2577** |
| Email: | **magueGonzalez@wic.co.hidalgo.tx.us** | Email: | **deborah.fisher@auditor.co.hidalgo.tx.us** |

11) **CHIEF FINANCIAL OFFICER (CFO)**

| | |
|---|---|
| Name: | **Raymundo Eufracio,CPA** |
| Title: | **Hidalgo County Auditor** |
| Phone: | **(956)381-2511 ext. 4604** |
| Email: | **ray.eufracio@auditor.co.hidalgo.tx.us** |
| Mailing Address: | **2801 S. Business 281 Edinburg, Texas 78539-6243** |

12) **AUTHORIZED REPRESENTATIVE**

| | |
|---|---|
| Name: | **Ramon Garcia** |
| Title: | **Hidalgo County Judge** |
| Phone: | **(956)318-2600** |
| Email: | **countyjudge@co.hidalgo.tx.us** |
| Overnight Mailing Address: | **100 E. Cano St. 2nd Floor, Edinburg, Texas 78539** |

13) **Person Completing Form:** Margarita Gonzalez 14) **Date Completed:** 01/3/2017

| Project | Project Contact | Current Amount | Redistribution Amount | Revised Project Total |
|---|---|---|---|---|
| WIC Funding | Yu Vonda Galloway<br>Yu-Vonda.Galloway@dshs.state.tx.us<br>(512) 341-4573 | $11,049,667.00 | $0.00 | **$11,049,667.00** |
| Peer Counselor | Kristina Arrieta<br>Kristina.Arrieta@dshs.state.tx,us<br>(512) 341-4593 | $821,302.00 | $0.00 | **$821,302.00** |
| Registered Dietitian | Kelley Reed<br>Kelley.Reed@dshs.state.tx.us<br>(512) 341-4580 | $60,000.00 | $0.00 | **$60,000.00** |
| Lactation Services | Faith Njoroge<br>Faith.Njoroge@dshs.state.tx.us<br>(512) 341-4594 | $50,500.00 | $0.00 | **$50,500.00** |
| Lactation Service Centers | Tracy Erikson<br>Tracy.Erikson@dshs.state.tx.us<br>(512) 341-4521 | $289,000.00 | $0.00 | **$289,000.00** |
| Peer Dad | Kristina Arrieta<br>Kristina.Arrieta@dshs.state.tx.us<br>512-341-4593 | $30,000.00 | $0.00 | **$30,000.00** |
| Extra: Summer Food Prog. | Elsa Rodriguez<br>Elsa.Rodriguez@dshs.state.tx.us<br>(512) 341-4595 | $0.00 | $75,000.00 | **$75,000.00** |
| **Contract Total** | | **$12,300,469.00** | **$75,000.00** | **$12,375,469.00** |

**This notice is for informational purposes only and it does not relieve the agency from seeking additional approvals as required by WIC Policy.**

In order for the State Agency to track these expenditures, please continue to bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* Once you exceed the allocation amount on special projects, any subsequent amount billed will be charged appropriately to your WIC funding.

For questions regarding funding concerns, please contact Elsa Rodriguez, WIC Program, at (512) 341-4595 or elsa.rodriguez@dshs.state.tx.us.

For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

**Zimbra** **mague.gonzalez@wic.co.hidalgo.tx.us**

---

**Fwd: Contact Information and WIC Form A Face Page for 2018 input requested by COB January 6, 2017**

---

**From :** Clarissa Ramirez <clarissa.ramirez@wic.co.hidalgo.tx.us> Tue, Jan 03, 2017 10:07 AM

**Subject :** Fwd: Contact Information and WIC Form A Face Page for 2018 input requested by COB January 6, 2017 2 attachments

**To :** Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>

Clarissa Ramirez
Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646

---

**From:** "Elsa Rodriguez (DSHS)" <Elsa.Rodriguez@dshs.state.tx.us>
**Cc:** "Cynthia Wright (DSHS)" <Cynthia.Wright@dshs.state.tx.us>
**Sent:** Friday, December 23, 2016 5:36:52 PM
**Subject:** Contact Information and WIC Form A Face Page for 2018 input requested by COB January 6, 2017

Good Afternoon- WIC Directors,

*Sending the following information in behalf of Cynthia Wright.*

The Health and Human Services (HSS) System is dedicated to improving the health, safety, and well-being of Texans. This mission is fulfilled through key contracting partnerships with various entities throughout the State of Texas. In an effort to enhance our contracting endeavors, HHS System staff will begin the process of distributing contract documents within the next few months. This effort will ensure that contracts are in place timely for efficient service delivery. The contract documents for the upcoming state fiscal year (September 1, 2017 – August 31, 2018) will arrive shortly and include amending your organization's FY2017 WIC Local Agency contract funding.

In preparation for this upcoming contracting cycle we will need updated contact information, particularly the most up-to-date email information for your organization's designated signatory so attached is a FY2018 WIC Form A Face Page that needs to be completed and returned to me on or before Friday January 6, 2017. We realize this is a short turnaround time to return this form and we appreciate your assistance.

When the contract documents are received, please review, complete the related documents, sign the contract, and return the documents by the deadline requested.

If you receive a contract via DocuSign, please submit electronically by the requested due date.
As the contract documents are reviewed, please note that services should begin upon the effective date of the contract and that current funding levels are based on the last executed contract on file. Upon official notification of the 2018-2019 final legislative appropriations, HHS will adjust the contract award accordingly.
If you have any questions or have concerns regarding this email, including requested return date of contract documents, please contact me at cynthia.wright@dshs.state.tx.us.

***M. Elsa Rodriguez, CTCM***
*NECS Unit Coordinator*
*WIC Program / Clinic Services Section*
*Texas Department of State Health Services*
*Work: M-F 9-6, Phone(512) 341-4595*
*Mobile (512) 917-8976 **New Number***
*Fax: (512) 341-4419*
*elsa.rodriguez@dshs.state.tx.us*

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**image001.jpg**
3 KB

**WIC LA FORM A Face Page- FY2018.doc**
105 KB

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# 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*

February 06, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David L. Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

**RE: Certification of Revenue**

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $75,000.00 | Award No. 2017-049851-001A<br>NSS/WIC Local Agency-Extra Summer Food Prog |

CERTIFIED BY:

**Raymundo Eufracio, CPA**
**Hidalgo County Auditor**

2/3/17
**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. | L. KENO VASQUEZ JUDGE, 398th D.C. | ISRAEL RAMON, JR. JUDGE, 430th D.C. | RENEE R BETANCOURT JUDGE, 449th D.C.

**AI-58244** **WIC 22. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Margarita Gonzalez, WIC

**Department:** WIC

## Information

### CAPTION

WIC: (1292)

1. Ratification of application that was submitted on January 3, 2017 for FY 2018.

| Amendment | Amount Increase | Amendment Total |
|---|---|---|
| FY17 Oct. 1, 2016 - Sept. 30, 2017 | $75,000.00 | $12,375,469.00 |
| FY18 Oct. 1, 2017 - Sept. 30, 2018 | $12,303,695.00 | $12,303,695.00 |
| | | $24,679,164.00 |

2. Approval to accept the Contract No. 2017-049851-001A from the Department Of State Health Services. The purpose of the amendment is to amend certain contractual language, increase the award amount by $75,000.00 for a total of $12,375,469.00 which is allocated toward Fiscal Year 2017 for contract term from (October 1, 2016 through September 30, 2017) and allocate $12,303,695 for Fiscal Year 2018 (October 1, 2017 through September 30, 2018) for a total of ($24,679,164.00).
This Amendment No. 1 shall be effective February 1, 2017
3. Requesting approval for County Judge to sign the Signature Page for Amendment No.1 DSHS Contract No. 207004985-001A.
4. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act for the Amendment No.1 DSHS Contract No. 207004985-001A.
5. Requesting approval of the Certification of Revenue in the amount $75,000 by County Auditor.

### BACKGROUND

Email on the Update of Contact Information and WIC Form A Face Page for FY2018

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7.1292.441.00.350.001.7.xxx

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

**BUDGETARY IMPACT:**

No County Match: 100% State Funded

---

**Attachments**

DSHS FY 2017 Amendment No.1
FY2018 Renewal Application
FY17 Local Funding Amendment
Update Contact Inf.

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:10 PM |
| Final Approval | | |
| Form Started By: Margarita Gonzalez | | Started On: 01/26/2017 02:08 PM |

**Maria Munoz**

**From:** Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
**Sent:** Thursday, February 02, 2017 5:03 PM
**To:** Maria Munoz
**Cc:** Deborah Fischer; Clarissa Ramirez
**Subject:** Re: AI-58244

Maria, I would like to request a Certification of Revenue for AI58244 in the amount of $75,000.00.

Margarita Gonzalez
Grants Accounting Supervisor
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

---

**From:** "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
**To:** "Maria Munoz" <maria.munoz@auditor.co.hidalgo.tx.us>
**Cc:** "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>, "Deborah Fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>
**Sent:** Monday, January 30, 2017 11:21:17 AM
**Subject:** AI-58244

I would like to request a Certification of Revenues for AI-58244.

Margarita Gonzalez
Grants Accounting Supervisor
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

# DEPARTMENT OF STATE HEALTH SERVICES
# CONTRACT NO. 2017-049851-001A
# AMENDMENT NO. 1

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **HIDALGO COUNTY HEALTH AND HUMAN SERVICES** ("Contractor"), who are collectively referred to herein as the "Parties," to that certain Women, Infant and Children's Nutrition Local Agency grant contract effective October 1, 2016 and denominated DSHS Contract No. 2017-049851-001 ("Contract"), now desire to amend the Contract.

**WHEREAS**, the parties desire to revise the Budget and extend the term of the Contract to allow for successful completion of the Project; and

**WHEREAS**, these revisions will result in an addition of **TWELVE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS ($12,378,695.00)** in funds.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. The Parties agree to correct the section numbering in the Contract Signature Page to reflect a sequential order.

2. **SECTION III** of the Contract Signature Page, **(DURATION)**, is hereby amended to reflect a new termination date of September 30, 2018.

3. **SECTION IV** of the Contract Signature Page, **(BUDGET)**, is deleted and replaced in its entirety with the following:

   **IV. BUDGET**
   The total amount of this Contract will not exceed **TWENTY-FOUR MILLION SIX HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS ($24,679,164.00 )**, of which **$12,375,469.00** is allocated toward Fiscal Year 2017 (October 1, 2016 through September 30, 2017) and **$12,303,695.00** is allocated toward Fiscal Year 2018 (October 1, 2017 through September 30, 2018). All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work.**

4. The Supplemental Conditions in **Attachment D - Supplemental and Special Conditions**, is hereby amended to add the following language:

   **Section 9.02 Insurance, of the Health and Human Services Commission Uniform Terms and Conditions - Grant, Version 2.13 is deleted in its entirety and replaced with the following:**

   **9.02 Insurance**

   As a local government as such term is defined under Tex. Gov't Code § 791.003(4), Grantee agrees to maintain the highest levels of insurance as required by applicable law.

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

4. This Amendment No.1 shall be effective as of February 1, 2017.

5. Except as amended and modified by this Amendment No. 1 all terms and conditions of the Contract, as amended, shall remain in full force and effect.

6. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

DocuSign Envelope ID: 9103C49F-8B74-4F55-8E12-DDFCD6408133

**SIGNATURE PAGE FOR AMENDMENT NO. 1**
**DSHS CONTRACT NO. 2017-049851-001A**

| HEALTH AND HUMAN SERVICES COMMISSION | HIDALGO COUNTY HEALTH AND HUMAN SERVICES |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date of Execution: _____ | Date of Execution: _____ |

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT A-1-FFATA**

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

| | |
|---|---|
| **Legal Name of Contractor:**<br>Hidalgo County | **FFATA Contact # 1 Name, Email and Phone Number:**<br>Ramon Garcia<br>ramon.garcia@co.hidalgo.tx.us<br>(956)381-2600 |
| **Primary Address of Contractor:**<br>100 E. Cano 2nd Floor<br>Edinburg, Texas 78539 | **FFATA Contact #2 Name, Email and Phone Number:**<br>Raymundo Eufracio, CPA<br>ray.eufracio@co.hidalgo.tx.us<br>(956)381-2511 ext. 4604 |
| **ZIP Code: 9-digits Required www.usps.com**<br>7 8 5 3 0 - 6 3 6 2 | **DUNS Number: 9-digits Required www.sam.gov**<br>1 0 3 1 1 0 8 3 4 |
| **State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits**<br>1 7 4 6 0 0 0 7 1 7 6 0 6 0 | |

| | |
|---|---|
| **Printed Name of Authorized Representative**<br>Ramon Garcia | **Signature of Authorized Representative** |
| **Title of Authorized Representative**<br>Hidalgo County Judge | **Date** |

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

---

A. **Certification Regarding % of Annual Gross from Federal Awards.**
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☒ Yes ☐ No

B. **Certification Regarding Amount of Annual Gross from Federal Awards.**
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☒ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

C. **Certification Regarding Public Access to Compensation Information.**
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

**If your answer is "Yes" to this question, where can this information be accessed?**

---

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**
**For example:**
*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000*

**Provide compensation information here:**

# Texas Department of State Health Services (DSHS)
## Fiscal Year 2018 WIC FORM A: Renewal Application
### Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

*This form is part of the organization's contractual agreement with DSHS and must be completed in its entirety.*
*The organization is responsible for notifying DSHS of any changes within the fiscal year of the information documented on this form.*

**ORGANIZATION INFORMATION**

1) LEGAL BUSINESS NAME (no abbreviations): **Hidalgo County Health and Human Services WIC Program**

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):
**3105 W. University Drive, Edinburg, Texas 78539**

3) PAYEE Name and Mailing Address (where payment is to be received if different from above):
Norma Garcia, Hidalgo County Treasurer, 2801 S. Business 281, Edinburg, Texas 78539-0834

4a) DUNS Number (9-digit): 10-311-0834

b) CCR number (optional/please provide if available):

5) Federal Tax ID No. (9 digit) or State of Texas Comptroller Vendor ID No. (14 digit): 74-6000717

6a) TYPE OF ENTITY (check all that apply by double-clicking on the box provided):

| | | |
|---|---|---|
| ☐ City | ☐ Nonprofit Organization* | ☐ Faith Based (Nonprofit Org) |
| ☒ County | ☐ For Profit Organization* | ☐ Federally Qualified Health Centers |
| ☐ State Agency | ☐ HUB certified | ☐ State Controlled Institution of Higher Learning |
| ☐ Other Political Subdivision | ☐ Community Based Organization | ☐ Hospital |
| ☐ Indian Tribe | ☐ Minority Organization | ☐ Other (specify): |

6b) *If a Non-Profit or For-Profit Corporation, provide the charter/file number assigned by the Texas Secretary of State:* _____

7) CONTRACT/BUDGET PERIOD: Start Date: October 1, 2017 End Date: September 30, 2018

8) COUNTIES SERVED BY PROGRAM (counties assigned by the WIC program)
Hidalgo and Starr

9) PROGRAM DIRECTOR (WIC Director)

| | |
|---|---|
| Name: | **Clarissa Ramirez** |
| Title: | **WIC Director** |
| Phone: | **(956)381-4646 ext. 4041** |
| Fax: | **(956)380-4056** |
| Email: | **clarissa.ramirez@wic.co.hidalgo.tx.us** |
| Mailing Address: | **3105 W. University, Edinburg, Texas 78539** |

10) PROGRAM ACCOUNTANT(S) Add additional names if more than 1 accountant is processing WIC vouchers

| | | | |
|---|---|---|---|
| Name: | **Margarita Gonzalez** | Name: | **Deborah Fisher** |
| Title: | **Grant Accountant** | Title: | **Grant Accountant Supervisor** |
| Phone: | **(956)381-4646 ext. 4042** | Phone: | **(956)381-2511 ext. 4670** |
| Fax: | **(956)381-0017** | Fax: | **(956)381-2577** |
| Email: | **mague.gonzalez@wic.co.hidalgo.tx.us** | Email: | **deborah.fisher@auditor.co.hidalgo.tx.us** |

11) CHIEF FINANCIAL OFFICER (CFO)

| | |
|---|---|
| Name: | **Raymundo Eufracio,CPA** |
| Title: | **Hidalgo County Auditor** |
| Phone: | **(956)381-2511 ext. 4604** |
| Email: | **ray.eufracio@auditor.co.hidalgo.tx.us** |
| Mailing Address: | **2801 S. Business 281 Edinburg, Texas 78539-6243** |

12) AUTHORIZED REPRESENTATIVE

| | |
|---|---|
| Name: | **Ramon Garcia** |
| Title: | **Hidalgo County Judge** |
| Phone: | **(956)318-2600** |
| Email: | **countyjudge@co.hidalgo.tx.us** |
| Overnight Mailing Address: | **100 E. Cano St. 2nd Floor, Edinburg, Texas 78539** |

13) Person Completing Form: Margarita Gonzalez 14) Date Completed: 01/3/2017

| Project | Project Contact | Current Amount | Redistribution Amount | Revised Project Total |
|---|---|---|---|---|
| WIC Funding | Yu Vonda Galloway<br>Yu-Vonda.Galloway@dshs.state.tx.us<br>(512) 341-4573 | $11,049,667.00 | $0.00 | **$11,049,667.00** |
| Peer Counselor | Kristina Arrieta<br>Kristina.Arrieta@dshs.state.tx,us<br>(512) 341-4593 | $821,302.00 | $0.00 | **$821,302.00** |
| Registered Dietitian | Kelley Reed<br>Kelley.Reed@dshs.state.tx.us<br>(512) 341-4580 | $60,000.00 | $0.00 | **$60,000.00** |
| Lactation Services | Faith Njoroge<br>Faith.Njoroge@dshs.state.tx.us<br>(512) 341-4594 | $50,500.00 | $0.00 | **$50,500.00** |
| Lactation Service Centers | Tracy Erikson<br>Tracy.Erikson@dshs.state.tx.us<br>(512) 341-4521 | $289,000.00 | $0.00 | **$289,000.00** |
| Peer Dad | Kristina Arrieta<br>Kristina.Arrieta@dshs.state.tx.us<br>512-341-4593 | $30,000.00 | $0.00 | **$30,000.00** |
| Extra: Summer Food Prog. | Elsa Rodriguez<br>Elsa.Rodriguez@dshs.state.tx.us<br>(512) 341-4595 | $0.00 | $75,000.00 | **$75,000.00** |
| **Contract Total** | | **$12,300,469.00** | **$75,000.00** | **$12,375,469.00** |

**This notice is for informational purposes only and it does not relieve the agency from seeking additional approvals as required by WIC Policy.**

In order for the State Agency to track these expenditures, please continue to bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* Once you exceed the allocation amount on special projects, any subsequent amount billed will be charged appropriately to your WIC funding.

For questions regarding funding concerns, please contact Elsa Rodriguez, WIC Program, at (512) 341-4595 or elsa.rodriguez@dshs.state.tx.us.

For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

**AI-58288** **Auditor's Office** **19. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Nereyda Gonzalez, AUDITOR'S OFFICE

**Department:** AUDITOR'S OFFICE

## Information

**CAPTION**

1. Approval of Certification of Revenues as certified by the County Auditor for various TXDOT projects.
2. Approval of 2016 appropriation of funds for various TXDOT projects in the total amount of $3,722,470.30

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2016 **ACCT. #:** 6-1315-XXX-XX-12X-0XX-0-XXX

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

**BUDGETARY IMPACT:**

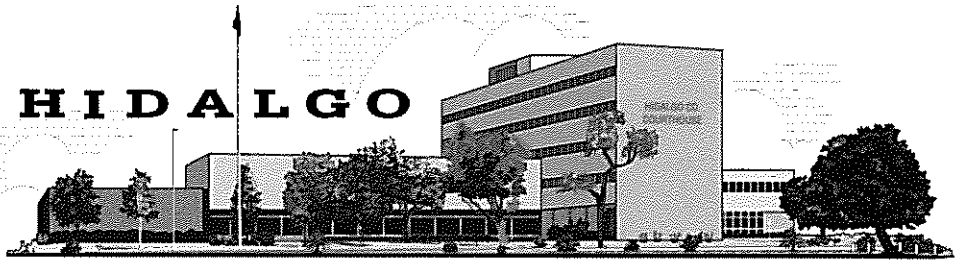
## Attachments

COR

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/31/2017 02:46 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Nereyda Gonzalez | | Started On: 01/31/2017 11:49 AM |
| Final Approval Date: 02/02/2017 | | |

# 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*

February 06, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, 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 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 revenue from interlocal agreements with TXDOT and the City of Weslaco. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

2016

| | AMOUNT | INTERLOCAL AGREEMENT |
|---|---|---|
| | $ 606,103.05 | TXDOT - Mile 6 W |
| | $ 1,081.60 | TXDOT - SH 364 |
| | $ 1,277,403.42 | TXDOT - Mile 2 N |
| | $ 1,706.00 | TXDOT - FM 1925 |
| | $ 1,380,869.02 | TXDOT - FM 2220 |
| | $ 35,195.85 | TXDOT - 10TH ST |
| | $ 420,111.36 | City of Weslaco - Mile 6 W |
| Total | $ 3,722,470.30 | |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1-31-17
Date

**DATE:** February 6, 2017

**DEPARTMENT HEAD:** Raymundo Eufracio, CPA

**DEPARTMENT NAME:** Auditor's Office

**ACCOUNT NUMBER:** 6-1315-431-00-12X-0XX-0-XXX
6-1315-334-30-12X-00X-0-000
6-1315-337-00-12X-00X-0-000

**SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

**Honorable Commissioner's Court of Hidalgo County:**

**I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.**

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| 6-1315-431-00-121-039-0-710 | TXDOT-PCT1 M6W (US83-SH107)-LAND | 320,017.70 |
| 6-1315-431-00-121-039-0-721 | TXDOT-PCT1 M6W (US83-SH107)-ROADS | 286,085.35 |
| 6-1315-334-30-121-006-0-000 | TXDOT PRJ - TXDOT - MILE 6 W | 606,103.05 |
| | | |
| 6-1315-431-00-123-045-0-841 | TXDOT-PCT3 LA HOMA (SH495-FM1924)-AID | 1,081.60 |
| 6-1315-334-30-123-006-0-000 | TXDOT PRJ - SH364 | 1,081.60 |
| | | |
| 6-1315-431-00-123-094-0-721 | TXDOT-PCT3 MILE 2N(MOOREFLD-LAHOMA)-ROAD | 1,277,403.42 |
| 6-1315-334-30-123-007-0-000 | TXDOT PRJ - MILE 2 N | 1,277,403.42 |
| | | |
| 6-1315-431-00-124-076-0-841 | TXDOT-PCT4 FM1925 (KENYON-FM907)-AID | 1,706.00 |
| 6-1315-334-30-124-003-0-000 | TXDOT PRJ - TXDOT - FM1925(KENYON-FM907) | 1,706.00 |
| | | |
| 6-1315-431-00-124-135-0-841 | TXDOT-PCT4 WARE RD (M3N-M5N)-AID TO GOVT | 1,380,869.02 |
| 6-1315-334-30-124-004-0-000 | TXDOT PRJ - TXDOT - FM2220 (M5-FM1924) | 1,380,869.02 |
| | | |
| 6-1315-431-00-124-030-0-710 | TXDOT-PCT4 10TH ST (SH107-FM1925)-LAND | 35,195.85 |
| 6-1315-334-30-124-005-0-000 | TXDOT PRJ - 10TH ST (SH107-FM1925) | 35,195.85 |
| | | |
| 6-1315-431-00-121-039-0-841 | TXDOT-PCT1 M6W (US83-SH107)-GOVT AID | 420,111.36 |
| 6-1315-337-00-121-004-0-000 | TXDOT PRJ - WESLACO - MILE 6 W | 420,111.36 |
| | | |
| | TOTAL BUDGET INCREASE (DECREASE) | 0.00 |

**REASON: To Appropriate for actual expenditures incurred for various TXDOT projects and record the estimated revenues.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE**

# Hidalgo County

## Detail General Ledger

Standard Report Format

1001 - Starndard Report Spec



| Account Number/Description | Debit | Credit |
|---|---|---|
| ********** | | |
| 6-1315-126-20-000-000-0-000 TXDOT PRJ-DUE FR TXDOT-FM1924 PH1 | | |
| * Beginning Balance | .00 | .00 |
| * Payments | | |
| DATE CHECK/CLAIM PO NO. INVOICE NO. BATCH VENDOR | | |
| 11/01/16 0400017149 FM2220 P#21 16006340 229245 SIERRA TITLE OF | 130,827.11 | |
| **Total:** | **130,827.11** | **.00** |
| * Ending Balance | 130,827.11 | .00 |
| ********** | | |
| 6-1315-126-20-000-001-0-000 TXDOT PRJ-DUE FR TXDOT-FM2128 | | |
| * Beginning Balance | 337.00 | .00 |
| * Ending Balance | 337.00 | .00 |
| ********** | | |
| 6-1315-126-20-000-003-0-000 TXDOT PRJ-DUE FR TXDOT-SH495 ABRAMS | | |
| * Beginning Balance | .00 | 22,999.90 |
| * Ending Balance | .00 | 22,999.90 |
| ********** | | |
| 6-1315-126-20-000-004-0-000 TXDOT PRJ-DUE FR TDOT-FM2061 FDWY-FM3072 | | |
| * Beginning Balance | 24,808.78 | .00 |
| * Receipts | | |
| DATE RECEIPT NO. BATCH RECEIVED FROM DESCRIPTION | | |
| 03/23/16 196471 16000947 ST. COMP. R-O-W PH#15A FM 206 PH#15A FM 2061 1939 | | 1,000.00 |
| **Total:** | **.00** | **1,000.00** |
| * Ending Balance | 23,808.78 | .00 |
| ********** | | |
| 6-1315-126-20-000-006-0-000 TXDOT PRJ-DUE FR TXDOT-FM1924 PH II | | |
| * Beginning Balance | 18,698.00 | .00 |
| * Ending Balance | 18,698.00 | .00 |
| ********** | | |
| 6-1315-126-20-000-009-0-000 TXDOT PRJ-DUE FR TXDOT-MILE2W M12-US83 | | |
| * Beginning Balance | 152,302.62 | .00 |
| * Ending Balance | 152,302.62 | .00 |
| ********** | | |
| 6-1315-126-20-000-011-0-000 TXDOT PRJ-DUE FR TXDOT-FM907(S OF BUS83) | | |
| * Beginning Balance | 23,810.75 | .00 |
| * Ending Balance | 23,810.75 | .00 |
| ********** | | |
| 6-1315-126-20-000-012-0-000 TXDOT PRJ-DUE FR TXDOT-M6W (US83-SH107) | | |
| * Beginning Balance | 747,646.66 | .00 |

s/h1been prg. 021
✓ FM2220 (Mile 5 - FM1924)

| Account Number/Description | | | | | Debit | Credit | |
|---|---|---|---|---|---|---|---|
| 6-1315-126-20-000-012-0-000 TXDOT PRJ-DUE FR TXDOT-M6W (US83-SH107) | | | | | | | |
| * Payments | | | | | | | |
| **DATE** | **CHECK/CLAIM** | **PO NO.** | **INVOICE NO.** | **BATCH VENDOR** | | | Obj. Code |
| 06/20/16 | 0400016887 | | 20162706 | 16004325 227889 TEDSI INFRASTRU | 63,384.15 | | 710 |
| 06/20/16 | 0400016887 | | 20162673 | 16004325 227889 TEDSI INFRASTRU | 189,025.33 | | 710 |
| 07/06/16 | 0400016902 | | 20162737 | 16004533 227889 TEDSI INFRASTRU | 67,608.22 | | 710 |
| 10/13/16 | 0400017095 | | 20162764 | 16006002 227889 TEDSI INFRASTRU | 112,088.00 | | 721 |
| 10/13/16 | 0400017095 | | 20162764 | 16006002 227889 TEDSI INFRASTRU | -40,000.00 | | 721 |
| 10/13/16 | 0400017096 | | 20162816 | 16006002 227889 TEDSI INFRASTRU | 83,721.20 | | 721 |
| 10/18/16 | 0400017103 | | 20162764 | 16006130 227889 TEDSI INFRASTRU | 40,000.00 | | 721 |
| 02/31/17 | 0400[illegible] | | 20162899 | 16007561 227889 TEDSI INFRASTRU | 90,276.15 | | 721 |
| | | | | **Total:** | **606,103.05** | **.00** | |
| | * Ending Balance | | | | 1,353,749.71 | .00 | |

320,017.70

284,085.35

**********
6-1315-126-20-000-013-0-000 TXDOT PRJ-DUE FR TXDOT-FM681

| | | | | | | |
|---|---|---|---|---|---|---|
| | * Beginning Balance | | | | 550,948.87 | .00 |
| * Receipts | | | | | | |
| **DATE** | **RECEIPT NO.** | **BATCH** | **RECEIVED FROM** | **DESCRIPTION** | | |
| 01/20/16 | 194360 | 16000132 | CM FM2221 CSJ 0862-01-046 | FM2221 CSJ 0862-01-0 | | 1,902.04 |
| 01/20/16 | 194367 | 16000132 | CM FM681 CSJ 0669-01-052 | CM FM681 CSJ 0669-01 | | 85,749.47 |
| 06/15/16 | 199388 | 16004363 | DBM ST COMP. 2016-TXDOT- FM 68 | HID.CO & AEP FED PRO | | 38,494.49 |
| | | | | **Total:** | **.00** | **126,146.00** |
| * Journal Entries | | | | | | |
| **DATE** | **REFERENCE** | **BATCH** | **DESCRIPTION** | | | |
| 01/29/16 | JE160501 | 16000577 | REV A194360 FM2221 CSJ 0862-01 | | 1,902.04 | |
| 04/12/16 | AJE 16043 | 16003372 | REC A/P AEP INV#169-20883449 Y | | 38,494.49 | |
| | | | | **Total:** | **40,396.53** | **.00** |
| | * Ending Balance | | | | 465,199.40 | .00 |

**********
6-1315-126-20-000-014-0-000 TXDOT PRJ-DUE FR TXDOT-FM2221/FM492

| | | | | | | |
|---|---|---|---|---|---|---|
| | * Beginning Balance | | | | 738.75 | .00 |
| | * Ending Balance | | | | 738.75 | .00 |

**********
6-1315-126-20-000-017-0-000 TXDOT PRJ-DUE FR TXDOT-SH364(495-FM1924)

| | | | | | | |
|---|---|---|---|---|---|---|
| | * Beginning Balance | | | | 490,763.02 | .00 |
| * Receipts | | | | | | |
| **DATE** | **RECEIPT NO.** | **BATCH** | **RECEIVED FROM** | **DESCRIPTION** | | |
| 03/22/16 | 196428 | 16000918 | STATE COMP.R-O-W P#64 SH364 | P#64 SH364 2966-01- | | 28,629.44 |
| 03/22/16 | 196430 | 16000918 | ST. COMP. R-O-W PH#10 SH 364 | P#10 SH364 2966-01- | | 7,358.64 |
| 03/22/16 | 196437 | 16000918 | ST. COMP. R-O-W PH#67 SH364 | P#67 SH364 2966-01- | | 85,019.84 |
| 03/22/16 | 196439 | 16000918 | ST. COMP. R-O-W PH#11 SH364 | P#11 SH364 2966-01- | | 7,895.44 |
| 07/15/16 | 200409 | 16004756 | TX. COMPTROLLER OF PUBLIC ACCO | SH 364 PARCEL #57 | | 51,324.62 |
| 07/15/16 | 200409 | 16004756 | TX. COMPTROLLER OF PUBLIC ACCO | SH 364 PARCEL #57 | | 30,267.96 |
| 11/23/16 | 204770 | 16006824 | ST.COMP PCT 3 LAHOMA PROJECT S | SH364 PH#12 PCT 3 LA | | 24,802.34 |
| | | | | **Total:** | **.00** | **235,298.28** |

| Account Number/Description | Debit | Credit |
|---|---|---|

6-1315-126-20-000-017-0-000 TXDOT PRJ-DUE FR TXDOT-SH364(495-FM1924)

* Payments

Obj. Code

| DATE | CHECK/CLAIM | PO NO. | INVOICE NO. | BATCH | VENDOR | | | |
|---|---|---|---|---|---|---|---|---|
| 03/01/16 | 0400016663 | | CCD-0201-A | 16000548 | 229245 | SIERRA TITLE OF | 346.40 | 841 |
| 03/01/16 | 0400016664 | | CCD-0236-H | 16000548 | 229245 | SIERRA TITLE OF | 496.80 | 841 |
| 05/17/16 | 0400016801 | | CCD-0178-F | 16003784 | 229245 | SIERRA TITLE OF | 238.40 | 841 |
| | | | | | | **Total:** | 1,081.60 | .00 |
| | | | | | | * Ending Balance | 256,546.34 | .00 |

**********************************
6-1315-126-20-000-018-0-000 TXDOT PRJ-DUE FR TXDOT-NLN LP(FM1426-88)

| | | |
|---|---|---|
| * Beginning Balance | 79,829.24 | .00 |
| * Ending Balance | 79,829.24 | .00 |

**********************************
6-1315-126-20-000-019-0-000 TXDOT PRJ-DUE FR TXDOT-M2N(MRFLD-SH364)

| | | |
|---|---|---|
| * Beginning Balance | 209,651.46 | .00 |

* Receipts

| DATE | RECEIPT NO. | BATCH | RECEIVED FROM | DESCRIPTION | | |
|---|---|---|---|---|---|---|
| 01/06/16 | 193923 | 16000028 | CM MILE 2 NORTH PROJECT | MILE 2 NORTH - OCTOB | | 3,621.83 |
| 01/20/16 | 194361 | 16000132 | CM MILE 2 NORTH PROJECT - NOVE | MILE 2 NORTH PROJECT | | 3,621.84 |
| 01/20/16 | 194391 | 16000131 | CM CONSTRUCTION COST-MILE 2 NO | CONSTRUCTION INV #6 | | 2,430.48 |
| 03/04/16 | 195823 | 16000688 | CM CONTRACT #14-153-02-17-MILE | MILE 2 N. - CONSTRUC | | 2,411.78 |
| 03/04/16 | 195824 | 16000688 | CM CONTRACT #14-153-02-17 MILE | MILE 2 N. - CONSTRUC | | 81,662.30 |
| 03/04/16 | 195827 | 16000688 | CM BILLING INV. #8 | MILE 2 NORTH PROJECT | | 3,621.83 |
| 03/22/16 | 196435 | 16000918 | ST. COMP. R-O-W PH#8 M2N | P#8 M2N 0921-02-326 | | 24,148.29 |
| 03/22/16 | 196438 | 16000918 | ST. COMP. R-O-W PH#2 M2N | P#2 M2N 0921-02-326 | | 71,776.13 |
| 04/08/16 | 197078 | 16003288 | CM MILE 2 NORTH PROJECT - CSJ: | MILE 2 NORTH - JANUA | | 27,742.61 |
| 04/15/16 | 197360 | 16003421 | CONTRACT #14-153-02-1REIMB. MI | MILE 2 N. - CONSTRUC | | 103,745.58 |
| 05/04/16 | 197917 | 16003722 | CM REIMB. FOR EXPENSES MILE 2 | MILE 2 NORTH PROJECT | | 15,592.58 |
| 07/07/16 | 200130 | 16004635 | CM FEDERAL STATE REIMB. MILE 2 | MILE 2 NORTH PROJECT | | 121,107.50 |
| 07/07/16 | 200130 | 16004635 | CM FEDERAL STATE REIMB. MILE 2 | MILE 2 NORTH PROJECT | | 104,607.83 |
| 07/14/16 | 200367 | 16004741 | CM FEDERAL/STATE REIMB. MILE 2 | MILE 2 N. - CONSTRUC | | 148,546.24 |
| 08/11/16 | 201394 | 16005202 | CM REIMB. EXPENSES MILE 2 NORT | MILE 2 N. PROJECT - | | 11,137.54 |
| 08/11/16 | 201394 | 16005202 | CM REIMB. EXPENSES MILE 2 NORT | MILE 2 N. PROJECT - | | 22,275.14 |
| 08/12/16 | 201467 | 16005229 | CM MILE 2 N.-CONSTRUCTION INV# | MILE 2 N.-CONSTRUCT | | 135,675.26 |
| 09/08/16 | 202223 | 16005610 | CM MI 2 NPROJECT INV #14 CSJ:0 | MI 2 N-CONSTRUCTION | | 136,061.98 |
| 09/08/16 | 202224 | 16005610 | CM MI 2 N-PROJ- MAY2016 CSJ:09 | CM MI 2 N-PROJECT- M | | 28,957.64 |
| 10/11/16 | 203321 | 16006094 | TX DOT PRJ DUE FR TXDOT M2N(MR | MILE 2 N PROJECT - J | | 22,275.13 |
| 10/17/16 | 203450 | 16006181 | TX DOT PRJ-DT/FR TXDOT M2N MRF | MILE 2 N - CONSTRUCT | | 175,740.30 |
| 11/17/16 | 204557 | 16006734 | CM MI 2 N PROJECT JULY 2016 | REIMB FOR MILE 2 N P | | 22,275.13 |
| 11/17/16 | 204558 | 16006734 | CM MILE 2 N CONSTRUCTION INV # | MILE 2 N CONSTRUCTIO | | 66,086.29 |
| 12/08/16 | 205207 | 16007040 | CM MILE 2 N.PROJ. AUG.2016 (MR | MILE 2 N.PROJECT AU | | 22,275.13 |
| 12/08/16 | 205208 | 16007040 | CM MILE 2 N.CONSTRUCTION INV | MILE 2 N.CONSTRUCTN | | 28,458.18 |
| | | | | **Total:** | .00 | 1,385,854.54 |

0**

Account Number/Description — Debit — Credit

6-1315-126-20-000-019-0-000 TXDOT PRJ-DUE FR TXDOT-M2N(MRFLD-SH364) 1,288,540.96+
11,137.54-
1,277,403.42*

Obj. Code

* Payments

| DATE | CHECK/CLAIM | PO NO. | INVOICE NO. | BATCH | VENDOR | | | |
|---|---|---|---|---|---|---|---|---|
| 02/23/16 | 0400016645 | | 11325459 | 16000440 | 280046 | L & G CONSULTIN | 27,742.61 | 721 |
| 03/01/16 | 0400016657 | | 9 | 16000548 | 330205 | IOC COMPANY, LL | 109,205.87 | 721 |
| 03/22/16 | 0400016690 | | 11325509 | 16000830 | 280046 | L & G CONSULTIN | 15,592.58 | 721 |
| 04/05/16 | 0400016720 | | 10 | 16003044 | 330205 | IOC COMPANY, LL | 110,113.51 | 721 |
| 05/03/16 | 0400016782 | | 11 | 16003698 | 330205 | IOC COMPANY, LL | 127,481.58 | 721 |
| 05/10/16 | 0400016786 | VOID | 11325541 | 16003717 | 280046 | L & G CONSULTIN | 11,137.54 | |
| 05/27/16 | 0400016786 | VOID | 11325541 | 16004092 | 280046 | L & G CONSULTIN | | 11,137.54 |
| 05/31/16 | 0400016823 | | 12 | 16004007 | 330205 | IOC COMPANY, LL | 156,364.47 | 721 |
| 05/31/16 | 0400016831 | | 11325598 | 16004007 | 280046 | L & G CONSULTIN | 22,275.14 | 721 |
| 06/14/16 | 0400016855 | | 11325541 | 16004234 | 280046 | L & G CONSULTIN | 11,137.54 | 721 |
| 06/20/16 | 0400016866 | | 13 | 16004325 | 330205 | IOC COMPANY, LL | 142,816.07 | 721 |
| 06/20/16 | 0400016872 | | 11325660 | 16004325 | 280046 | L & G CONSULTIN | 28,957.64 | 721 |
| 07/19/16 | 0400016911 | | 14 | 16004722 | 330205 | IOC COMPANY, LL | 143,223.14 | 721 |
| 08/09/16 | 0400016936 | | 11325725 | 16005076 | 280046 | L & G CONSULTIN | 22,275.13 | 721 |
| 09/06/16 | 0400016991 | | 15 | 16005451 | 330205 | IOC COMPANY, LL | 184,989.79 | 721 |
| 09/06/16 | 0400016992 | | 11325814 | 16005451 | 280046 | L & G CONSULTIN | 22,275.13 | 721 |
| 10/04/16 | 0400017054 | | 16 | 16005864 | 330205 | IOC COMPANY, LL | 69,564.51 | 721 |
| 10/13/16 | 0400017079 | | 11325855 | 16006002 | 280046 | L & G CONSULTIN | 22,275.13 | 721 |
| 10/25/16 | 0400017113 | | 17 | 16006195 | 330205 | IOC COMPANY, LL | 29,955.97 | 721 |
| 11/01/16 | 0400017134 | | 11325912 | 16006340 | 280046 | L & G CONSULTIN | 12,191.30 | 721 |
| 12/06/16 | 0400017201 | | 11325977 | 16006897 | 280046 | L & G CONSULTIN | 4,981.88 | 721 |
| 12/27/16 | 0400017234 | | 18 | 16007255 | 330205 | IOC COMPANY, LL | 3,679.94 | 721 |
| 12/27/16 | 0400017235 | | 19 | 16007255 | 330205 | IOC COMPANY, LL | 8,603.84 | 721 |
| 12/31/16 | 0400017348 | | 11325984 | 16007561 | 280046 | L & G CONSULTIN | 1,700.65 | 721 |
| | | | | | | **Total:** | **1,288,540.96** | **11,137.54** |

* Journal Entries

| DATE | REFERENCE | BATCH | DESCRIPTION | | |
|---|---|---|---|---|---|
| 01/29/16 | JE160506 | 16000595 | REV A193923 TXDOT MILE 2 OCT 2 | 3,621.83 | |
| | | | **Total:** | **3,621.83** | **.00** |
| | | | * Ending Balance | 104,822.17 | .00 |

**********
6-1315-126-20-000-020-0-000 TXDOT PRJ-DUE FR TXDOT-FM1925(KENYON-907

| | | |
|---|---|---|
| * Beginning Balance | 430,097.36 | .00 |

* Receipts

| DATE | RECEIPT NO. | BATCH | RECEIVED FROM | DESCRIPTION | | |
|---|---|---|---|---|---|---|
| 06/21/16 | 199578 | 16004453 | ST.COMP PRJ-D/F TXDOT FM 1925 | PH.1 PRJ-D/F TXDOT F | | 2,059.59 |
| 06/21/16 | 199579 | 16004453 | ST.COMP PRJ-D/F TXDOT FM 1925 | PH.3 PRJ-D/F TXDOT F | | 1,156.63 |
| 06/21/16 | 199580 | 16004453 | ST.COMP PRJ-D/F TXDOT FM 1925 | PH.4 PRJ-D/F TXDOT F | | 1,512.18 |
| 06/21/16 | 199581 | 16004453 | ST.COMP PRJ-D/F TXDOT FM 1925 | PH.5 PRJ-D/F TXDOT F | | 20,270.83 |
| 06/21/16 | 199582 | 16004453 | ST.COMP PRJ-D/F TXDOT FM 1925 | PH.6 PRJ-D/F TXDOT F | | 95,382.37 |
| 06/21/16 | 199583 | 16004453 | ST.COMP PRJ-D/F TXDOT FM 1925 | PH.7 PRJ-D/F TXDOT F | | 55,375.13 |
| 12/15/16 | 205447 | 16007184 | STATE OF TEXAS COMP. 12/13/16 | FM1925 P#8 CSJ#1803- | | 1,156.63 |
| | | | | **Total:** | **.00** | **176,913.36** |

| Account Number/Description | Debit | Credit |
|---|---|---|

6-1315-126-20-000-020-0-000 TXDOT PRJ-DUE FR TXDOT-FM1925(KENYON-907

* Payments

| DATE | CHECK/CLAIM PO NO. | INVOICE NO. | BATCH | VENDOR | | |
|---|---|---|---|---|---|---|
| 05/25/16 | 0400016819 | CCD-0251-A | 16003939 | 229245 SIERRA TITLE OF | 1,706.00 ✓ 841 | |
| | | | | **Total:** | **1,706.00** | **.00** |
| | * Ending Balance | | | | 254,890.00 | .00 |

**********
6-1315-126-20-000-021-0-000 TXDOT PRJ-DUE FR TXDOT-FM2220(MILE5-FM19

| | | |
|---|---|---|
| * Beginning Balance | .00 | .00 |

* Receipts

| DATE | RECEIPT NO. | BATCH | RECEIVED FROM | DESCRIPTION | | |
|---|---|---|---|---|---|---|
| 12/21/16 | 205607 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #1 FM 2220 FM | | 17,651.62 |
| 12/21/16 | 205610 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #4 FM 2220 FM | | 32,768.92 |
| 12/21/16 | 205611 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #8 FM 2220 FM | | 22,700.06 |
| 12/21/16 | 205612 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #9 FM 2220 FM | | 58,770.26 |
| 12/21/16 | 205613 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #12FM 2220 FM | | 47,103.03 |
| 12/21/16 | 205615 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #14 FM 2220 F | | 12,756.16 |
| 12/21/16 | 205616 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #35FM 2220 FM | | 26,864.04 |
| 12/21/16 | 205617 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #43 FM 2220 F | | 2,347.04 |
| 12/21/16 | 205618 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #50 FM 2220 F | | 39,683.35 |
| 12/21/16 | 205619 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #52 FM 2220 F | | 17,648.42 |
| 12/21/16 | 205620 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #53 FM 2220 F | | 17,671.03 |
| 12/21/16 | 205622 | 16007269 | ST.COMP.TX DOT R-O-W FM2220(MI | PARCEL #60 FM 2220 F | | 17,986.57 |
| | | | | **Total:** | **.00** | **313,950.50** |

Account Number/Description — Debit — Credit

6-1315-126-20-000-021-0-000 TXDOT PRJ-DUE FR TXDOT-FM2220(MILES-FM19

* Payments

| DATE | CHECK/CLAIM | PO NO. | INVOICE NO. | BATCH | VENDOR | | Obj. Code |
|---|---|---|---|---|---|---|---|
| 06/20/16 | 0400016884 | | FM2220 P#53 | 16004325 | 229245 SIERRA TITLE OF | 17,671.03 | 841 |
| 06/20/16 | 0400016885 | | FM2220 P#43 | 16004325 | 229245 SIERRA TITLE OF | 2,347.04 | 841 |
| 06/20/16 | 0400016886 | | FM2220 P#14 | 16004325 | 229245 SIERRA TITLE OF | 12,756.16 | 841 |
| 07/19/16 | 0400016914 | | FM2220 P#59 | 16004722 | 229245 SIERRA TITLE OF | 18,961.71 | 841 |
| 07/19/16 | 0400016915 | | FM2220 P#47 | 16004722 | 229245 SIERRA TITLE OF | 14,760.36 | 841 |
| 08/02/16 | 0400016928 | | FM2220 P#1 | 16004961 | 229245 SIERRA TITLE OF | 17,651.62 | 841 |
| 08/02/16 | 0400016929 | | FM2220 P#55 | 16004961 | 229245 SIERRA TITLE OF | 19,871.96 | 841 |
| 08/09/16 | 0400016942 | | FM2220 P#8 | 16005076 | 229245 SIERRA TITLE OF | 22,700.06 | 841 |
| 08/23/16 | 0400016968 | | FM2220 P#52 | 16005287 | 229245 SIERRA TITLE OF | 17,648.42 | 841 |
| 08/23/16 | 0400016969 | | FM2220 P#12 | 16005287 | 229245 SIERRA TITLE OF | 47,103.03 | 841 |
| 08/23/16 | 0400016970 | | FM2220 P#46 | 16005287 | 229245 SIERRA TITLE OF | 6,784.30 | 841 |
| 09/20/16 | 0400017030 | | FM2220 P#19 | 16005689 | 229245 SIERRA TITLE OF | 15,069.03 | 841 |
| 09/27/16 | 0400017038 | | FM2220 P#60 | 16005786 | 229245 SIERRA TITLE OF | 17,986.57 | 841 |
| 09/27/16 | 0400017039 | | FM2220 P#50 | 16005786 | 229245 SIERRA TITLE OF | 39,683.35 | 841 |
| 09/27/16 | 0400017040 | | FM2220 P#35 | 16005786 | 229245 SIERRA TITLE OF | 26,864.04 | 841 |
| 09/27/16 | 0400017041 | | FM22220 P#3 | 16005786 | 229245 SIERRA TITLE OF | 49,992.32 | 841 |
| 09/27/16 | 0400017042 | | FM2220 P#13 | 16005786 | 229245 SIERRA TITLE OF | 38,154.05 | 841 |
| 09/27/16 | 0400017043 | | FM2220 P#9 | 16005786 | 229245 SIERRA TITLE OF | 58,770.26 | 841 |
| 09/27/16 | 0400017044 | | FM2220 P#4 | 16005786 | 229245 SIERRA TITLE OF | 32,768.92 | 841 |
| 10/13/16 | 0400017088 | | FM2220 P#44 | 16006002 | 229245 SIERRA TITLE OF | 5,752.15 | 841 |
| 10/13/16 | 0400017089 | | FM2220 P#5 | 16006002 | 229245 SIERRA TITLE OF | 11,070.18 | 841 |
| 10/13/16 | 0400017090 | | FM2220 P#26 | 16006002 | 229245 SIERRA TITLE OF | 84,131.66 | 841 |
| 10/13/16 | 0400017091 | | FM2220 P#16 | 16006002 | 229245 SIERRA TITLE OF | 25,521.88 | 841 |
| 10/13/16 | 0400017092 | | FM2220 P#31 | 16006002 | 229245 SIERRA TITLE OF | 38,585.34 | 841 |
| 10/13/16 | 0400017093 | | FM2220 P#36 | 16006002 | 229245 SIERRA TITLE OF | 16,293.35 | 841 |
| 10/13/16 | 0400017094 | | FM2220 P#32 | 16006002 | 229245 SIERRA TITLE OF | 188,840.95 | 841 |
| 11/01/16 | 0400017148 | | FM2220 P#56 | 16006340 | 229245 SIERRA TITLE OF | 94,523.70 | 841 |
| 11/01/16 | 0400017150 | | FM2220 P#24 | 16006340 | 229245 SIERRA TITLE OF | 1,924.48 | 841 |
| 11/22/16 | 0400017190 | | FM2220 P#18 | 16006688 | 229245 SIERRA TITLE OF | 29,682.30 | 841 |
| 11/22/16 | 0400017191 | | FM2220 P#33 | 16006729 | 229245 SIERRA TITLE OF | 116,845.53 | 841 |
| 11/22/16 | 0400017192 | | FM2220 P#49 | 16006729 | 229245 SIERRA TITLE OF | 18,889.95 | 841 |
| 12/06/16 | 0400017211 | | FM2220 P#48 | 16006897 | 229245 SIERRA TITLE OF | 6,567.55 | 841 |
| 12/06/16 | 0400017212 | | FM2220 P#6 | 16006897 | 229245 SIERRA TITLE OF | 13,853.18 | 841 |
| 12/20/16 | 0400017223 | | FM2220 P#28 | 16007142 | 229245 SIERRA TITLE OF | 10,836.72 | 841 |
| 12/20/16 | 0400017224 | | FM2220 P#38 | 16007142 | 229245 SIERRA TITLE OF | 30,860.92 | 841 |
| 12/20/16 | 0400017225 | | FM2220 P#37 | 16007142 | 229245 SIERRA TITLE OF | 29,980.15 | 841 |
| 12/27/16 | 0400017237 | | FM2220 P#51 | 16007255 | 229245 SIERRA TITLE OF | 3,430.18 | 841 |
| 01/17/17 | 0400017287 | | FM2220 P#25 | 16007440 | 229245 SIERRA TITLE OF | 2,004.83 | 841 |
| 01/24/17 | 0400017320 | | FM2220 P#40 | 16007500 | 229245 SIERRA TITLE OF | 10,721.22 | 841 |
| 01/31/17 | 0400017344 | | CCD-0374-F | 16007561 | 237302 GUAJARDO, ARTUR | 23,924.25 | 841 |
| 01/31/17 | 0400017357 | | CCD-0374-F | 16007561 | 100102 LEONEL GARZA, J | 1,990.58 | 841 |
| 01/31/17 | 0400017358 | | CCD-0375-F | 16007561 | 100102 LEONEL GARZA, J | 1,843.13 | 841 |
| 01/31/17 | 0400017360 | | CCD-0374-F | 16007561 | 353582 LOPEZ, TEODULO | 1,474.50 | 841 |
| 01/31/17 | 0400017370 | | CCD-0374-F | 16007561 | 410080 TUTTLE, MICHAEL | 1,474.50 | 841 |
| 01/31/17 | 0400017371 | | CCD-0374-F | 16007561 | 194905 VILLALOBOS, JAV | 1,474.50 | 841 |

0 *

**Total:** 1,250,041.91 .00

1,250,041.91+
130,827.11+ Plus check 04-17149
1,380,869.02*

| Account Number/Description | | | | | Debit | Credit |
|---|---|---|---|---|---|---|
| 6-1315-126-20-000-021-0-000 TXDOT PRJ-DUE FR TXDOT-FM2220(MILE5-FM19 | | | | | | |
| * Ending Balance | | | | | 936,091.41 | .00 |
| ********** | | | | | | |
| 6-1315-126-20-000-022-0-000 TXDOT PRJ-DUEFR TXDOT-10EXT(SH107-FM1925 | | | | | | |
| * Beginning Balance | | | | | .00 | .00 |
| * Payments | | | | | | |
| **DATE** | **CHECK/CLAIM** | **PO NO.** | **INVOICE NO.** | **BATCH VENDOR** | | |
| 08/23/16 | 0400016963 VOID | | EXT 10TH P# | 16005287 292451 LANDTITLE USA, | 6,053.09 | |
| 08/23/16 | 0400016964 VOID | | EXT 10TH P# | 16005287 292451 LANDTITLE USA, | 8,202.69 | |
| 08/23/16 | 0400016965 VOID | | EXT 10TH P# | 16005287 292451 LANDTITLE USA, | 10,413.09 | |
| 08/23/16 | 0400016966 VOID | | EXT 10TH P# | 16005287 292451 LANDTITLE USA, | 1,396.29 | |
| 08/23/16 | 0400016967 VOID | | EXT 10TH P# | 16005287 292451 LANDTITLE USA, | 9,130.69 | |
| 09/08/16 | 0400016963 VOID | | EXT 10TH P# | 16005618 292451 LANDTITLE USA, | | 6,053.09 |
| 09/08/16 | 0400016964 VOID | | EXT 10TH P# | 16005618 292451 LANDTITLE USA, | | 8,202.69 |
| 09/08/16 | 0400016965 VOID | | EXT 10TH P# | 16005618 292451 LANDTITLE USA, | | 10,413.09 |
| 09/08/16 | 0400016966 VOID | | EXT 10TH P# | 16005618 292451 LANDTITLE USA, | | 1,396.29 |
| 09/08/16 | 0400016967 VOID | | EXT 10TH P# | 16005618 292451 LANDTITLE USA, | | Obj. Code 9,130.69 |
| 09/20/16 | 0400017023 | | EXT. 10TH S | 16005689 447927 LANDTITLE TEXAS | 9,130.69 | 710 |
| 09/20/16 | 0400017024 | | EXT. 10TH S | 16005689 447927 LANDTITLE TEXAS | 1,396.29 | 710 |
| 09/20/16 | 0400017024 | | EXT. 10TH S | 16005689 447927 LANDTITLE TEXAS | 10,413.09 | 710 |
| 09/20/16 | 0400017025 | | EXT. 10TH S | 16005689 447927 LANDTITLE TEXAS | 8,202.69 | 710 |
| 09/20/16 | 0400017026 | | EXT. 10TH S | 16005689 447927 LANDTITLE TEXAS | 6,053.09 | 710 |
| | | | | **Total:** | **70,391.70** | **35,195.85** |
| * Ending Balance | | | | | 35,195.85 | .00 |
| ********** | | | | | | |
| 6-1315-126-30-000-003-0-000 TXDOT PRJ-DUE FR EDINBURG-N "I" RD | | | | | | |
| * Beginning Balance | | | | | 114,162.12 | .00 |
| * Ending Balance | | | | | 114,162.12 | .00 |
| ********** | | | | | | |
| 6-1315-126-30-000-004-0-000 TXDOT PRJ-DUE FR PALMVIEW-SH495 ABRAMS | | | | | | |
| * Beginning Balance | | | | | 106,770.41 | .00 |
| * Ending Balance | | | | | 106,770.41 | .00 |
| ********** | | | | | | |
| 6-1315-126-30-000-005-0-000 TXDOT PRJ-DUE FR ELSA-FM88 | | | | | | |
| * Beginning Balance | | | | | 42,258.19 | .00 |
| * Ending Balance | | | | | 42,258.19 | .00 |
| ********** | | | | | | |
| 6-1315-126-30-000-006-0-000 TXDOT PRJ-DUE FR ALAMO-FM907 (S BUS83) | | | | | | |
| * Beginning Balance | | | | | 4,028.22 | .00 |
| * Ending Balance | | | | | 4,028.22 | .00 |
| ********** | | | | | | |
| 6-1315-126-30-000-007-0-000 TXDOT PRJ-DUE FR MERCEDES-MILE 2 WEST | | | | | | |
| * Beginning Balance | | | | | 443,526.53 | .00 |
| * Ending Balance | | | | | 443,526.53 | .00 |
| ********** | | | | | | |
| 6-1315-126-30-000-010-0-000 TXDOT PRJ-DUE FR WESLACO-MILE 6 WEST | | | | | | |
| * Beginning Balance | | | | | 41,438.22 | .00 |

| Account Number/Description | Debit | Credit |
|---|---|---|

6-1315-126-30-000-010-0-000 TXDOT PRJ-DUE FR WESLACO-MILE 6 WEST

* Receipts

| DATE | RECEIPT NO. | BATCH | RECEIVED FROM | DESCRIPTION | | |
|---|---|---|---|---|---|---|
| 12/19/16 | 205519 | 16007215 | CITY OF WESLACO | BUDGET & MGMT MILE 6 WEST RD EXPAN | | 187,991.63 |
| | | | | **Total:** | .00 | **187,991.63** |

* Payments

| DATE | CHECK/CLAIM | PO NO. | INVOICE NO. | BATCH | VENDOR | | Obj. Code |
|---|---|---|---|---|---|---|---|
| 10/13/16 | 0400017095 | | 20162764 | 16006002 | 227889 TEDSI INFRASTRU | 14,011.00 | 721 |
| 10/13/16 | 0400017095 | | 20162764 | 16006002 | 227889 TEDSI INFRASTRU | -5,000.00 | 721 |
| 10/13/16 | 0400017096 | | 20162816 | 16006002 | 227889 TEDSI INFRASTRU | 10,465.15 | 721 |
| 10/18/16 | 0400017103 | | 20162764 | 16006130 | 227889 TEDSI INFRASTRU | 5,000.00 | 721 |
| 01/17/17 | 0400017288 | | 20162887 | 16007440 | 227889 TEDSI INFRASTRU | 127,132.50 | 721 |
| 01/17/17 | 0400017289 | | 20162871 | 16007440 | 227889 TEDSI INFRASTRU | 7,600.19 | 721 |
| 01/17/17 | 0400017290 | | 20162870 | 16007440 | 227889 TEDSI INFRASTRU | 92,640.75 | 721 |
| 01/31/17 | 0400017368 | | 20162899 | 16007561 | 227889 TEDSI INFRASTRU | 11,284.52 | 721 |
| 01/31/17 | 0400017369 | | 20162911 | 16007561 | 227889 TEDSI INFRASTRU | 156,977.25 | 721 |
| | | | | | **Total:** | **420,111.36** | .00 |
| | * Ending Balance | | | | | 273,557.95 | .00 |
| TOTAL | 1315 | TXDOT PROJECTS | | | | 4,798,150.65 | .00 |
| TOTAL | 6 | YEAR 2016 | | | | 4,798,150.65 | .00 |

**AI-58199** **Precinct #2** **20. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

Receipt, review, and approval of closing documents for Parcel 1 for Pct 2 Yuma Ave Extension Project with authority for the Co Judge and or Executive Officer to sign closing documents.

**BACKGROUND**

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**Fiscal Impact**

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

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

**BUDGETARY IMPACT:**

6-1345-431-00-122-126-0-710

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**Attachments**

parcel 1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 04:43 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Erika Zamora | | Started On: 01/23/2017 12:00 PM |
| Final Approval Date: 02/02/2017 | | |

# HIDALGO COUNTY
# PRECINCT 2

COMMISSIONER
EDUARDO "EDDIE" CANTU

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

## PAY-MEMO

To: Commissioner Eduardo "Eddie" Cantu, Pct. # 2
Attn: Erika Zamora

From: Jaime Salinas, ROW Agent
Hidalgo County Right of Way Department

Date: January 18, 2017

Re: Yuma Avenue Extension (Parcel # 1)
G.F. # 000150736

Dear Commissioner Cantu,

Attached please find a copy of the sealed survey metes & bounds, appraisal, and a 1099 form signed by **David Kenneth Seal & wife Marianne Mahler Seal**, **Julian G. Zendejas and wife Elda Veronica Zendejas** and the settlement statement on the above-mentioned parcel. We are requesting a check in the amount of **$ 65,955.00** made payable to **Valley Land Title Company** for Closing cost and Title Policy. The Original deed will be held by the title company and recorded as soon as payment to the Title Company is processed.

Please have your accounting department process this statement out of your Account # **6-1345-431-00-122-126-0-710** for Right of Way acquisition on this project.

**Commissioners Court approved this project for acquisition on July 6, 2016.**

Should you have any questions, please call me @ (956) 283-8134 or my cell phone (956) 207-9298.
Thanks.

Approved: _____
Eduardo "Eddie" Cantu, Commissioner Pct. 2

THE COUNTY OF HIDALGO TEXAS

**AI-55226** **Precinct #2 14. B.**
**CC - REGULAR**
**Meeting Date:** 07/06/2016
**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2
**Department:** COMM. PCT. #2

**Information**

**CAPTION**

Requesting approval for title reports, appraisals, surveys metes & bounds, and acquisition of land for Pct 2 Yuma Avenue Extension Road Project.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2016 **ACCT. #:** 6-1345-431-00-122-126-0-841
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N
**BUDGETARY IMPACT:**
Funding available as of 6/29/16.

**Attachments**

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 06/29/2016 03:59 PM |
| Final Approval | Monica Badillo | 07/01/2016 05:32 PM |
| Form Started By: Erika Zamora | | Started On: 06/29/2016 10:01 AM |
| Final Approval Date: 07/01/2016 | | |

# A. Settlement Statement

**U.S. Department of Housing and Urban Development**

OMB No. 2502-0265

**B. Type of Loan**

| 1. ☐FHA 2. ☐FmHA 3. ☐Conv Unins 4. ☐VA 5. ☐Conv Ins. 6. ☐Seller Finance | 6. File Number **150736** | 7. Loan Number | 8. Mortgage Ins Case Number |
|---|---|---|---|

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

| D. Name & Address of Borrower | E. Name & Address of Seller | F. Name & Address of Lender |
|---|---|---|
| **THE COUNTY OF HIDALGO, TEXAS**<br>**300 West Hall Acres Ste. G**<br>**Pharr, TX 78577** | **David Kenneth Seal and Marianne Mahler**<br>**Seal, husband and wife**<br>**425 E. Moore Rd**<br>**San Juan, TX 78589**<br>**See Addendum** | |

| G. Property Location | H. Settlement Agent Name | |
|---|---|---|
| **Steele And Pershing, Lot 1, Block 16, Bng an Irr Tract N245.74'-W338.23', 1.00ac, Hidalgo County**<br>**S. McColl Road**<br>**Yuma Extenstion**<br>**McAllen, TX 78501** | **Valley Land Title Co.**<br>**6013 N. 10th Street**<br>**McAllen, TX 78504 Tax ID: 20-4064406** | |
| | Place of Settlement<br>**Valley Land Title Company**<br>**217 W. Cano**<br>**Edinburg, TX 78539** | I. Settlement Date<br>**1/5/2017**<br>Fund: |

| **J. Summary of Borrower's Transaction** | | **K. Summary of Seller's Transaction** | |
|---|---|---|---|
| **100. Gross Amount Due from Borrower** | | **400. Gross Amount Due to Seller** | |
| 101. Contract Sales Price | **$64,548.00** | 401. Contract Sales Price | **$64,548.00** |
| 102. Personal Property | | 402. Personal Property | |
| 103. Settlement Charges to borrower | **$1,407.00** | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| **Adjustments for items paid by seller in advance** | | **Adjustments for items paid by seller in advance** | |
| 106. City property taxes | | 406. City property taxes | |
| 107. County property taxes | | 407. County property taxes | |
| 108. Annual assessments | | 408. Annual assessments | |
| 109. School property taxes | | 409. School property taxes | |
| 110. Water District Taxes | | 410. Water District Taxes | |
| 111. HOA Dues | | 411. HOA Dues | |
| 112. | | 412. | |
| 113. | | 413. | |
| 114. | | 414. | |
| 115. | | 415. | |
| 116. | | 416. | |
| **120. Gross Amount Due From Borrower** | **$65,955.00** | **420. Gross Amount Due to Seller** | **$64,548.00** |
| **200. Amounts Paid By Or in Behalf Of Borrower** | | **500. Reductions in Amount Due to Seller** | |
| 201. Deposit or earnest money | | 501. Excess Deposit | |
| 202. Principal amount of new loan(s) | | 502. Settlement Charges to Seller (line 1400) | |
| 203. Existing loan(s) taken subject to | | 503. Existing Loan(s) Taken Subject to | |
| 204. Loan Amount 2nd Lien | | 504. Payoff of first mortgage loan | |
| 205. | | 505. Payoff of second mortgage loan | |
| 206. | | 506. | |
| 207. | | 507. | |
| 208. | | 508. | |
| 209. | | 509. | |
| **Adjustments for items unpaid by seller** | | **Adjustments for items unpaid by seller** | |
| 210. City property taxes | | 510. City property taxes | |
| 211. County property taxes | | 511. County property taxes | |
| 212. Annual assessments | | 512. Annual assessments | |
| 213. School property taxes | | 513. School property taxes | |
| 214. Water District Taxes | | 514. Water District Taxes | |
| 215. HOA Dues | | 515. HOA Dues | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| **220. Total Paid By/For Borrower** | **$0.00** | **520. Total Reduction Amount Due Seller** | **$0.00** |
| **300. Cash At Settlement From/To Borrower** | | **600. Cash At Settlement To/From Seller** | |
| 301. Gross Amount due from borrower (line 120) | **$65,955.00** | 601. Gross Amount due to seller (line 420) | **$64,548.00** |
| 302. Less amounts paid by/for borrower (line 220) | **$0.00** | 602. Less reductions in amt. due seller (line 520) | **$0.00** |
| **303. Cash From Borrower** | **$65,955.00** | **603. Cash To Seller** | **$64,548.00** |

| L. Settlement Charges | | | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|---|---|---|---|
| **700. Total Sales/Broker's Commission based on price** | **$64,548.00** | **@ % = $0.00** | | |
| Division of Commission (line 700) as follows: | | | | |
| 701. | to | | | |
| 702. | to | | | |
| 703. Commission Paid at Settlement | | | **$0.00** | **$0.00** |
| 704. The following persons, firms or | to | | | |
| 705. corporation s received a portion | to | | | |
| 706. of the real estate commission amount | to | | | |
| 707. shown above: | to | | | |
| **800. Items Payable in Connection with Loan** | | | | |
| 801. Loan Origination Fee % | to | | | |
| 802. Loan Discount % | to | | | |
| 803. Appraisal Fee | to | | | |
| 804. Credit Report | to | | | |
| 805. Lender's Inspection Fee | to | | | |
| 806. Mortgage Insurance Application | to | | | |
| 807. Assumption Fee | to | | | |
| **900. Items Required by Lender To Be Paid in Advance** | | | | |
| 901. Interest from **1/5/2017** to **2/1/2017** @ **$0**/day | | | | |
| 902. Mortgage Insurance Premium for months | to | | | |
| 903. Hazard Insurance Premium for years | to | | | |
| **1000. Reserves Deposited With Lender** | | | | |
| 1001. Hazard insurance | months @ | per month | | |
| 1002. Mortgage insurance | months @ | per month | | |
| 1003. City property taxes | months @ | per month | | |
| 1004. County property taxes | months @ | per month | | |
| 1005. Annual assessments | months @ | per month | | |
| 1006. School property taxes | months @ | per month | | |
| 1007. Water District taxes | months @ | per month | | |
| 1008. HOA Dues | months @ | per month | | |
| 1011. Aggregate Adjustment | | | | |
| **1100. Title Charges** | | | | |
| 1101. Settlement or closing fee | to | | | |
| 1102. Abstract or title search | to | | | |
| 1103. Title examination | to | | | |
| 1104. Title insurance binder | to | | | |
| 1105. Document preparation | to | **Law Office of Richard A. Cantu, P.C.** | **$325.00** | |
| 1106. Notary fees | to | | | |
| 1107. Attorney's fees | to | | | |
| (includes above items numbers: ) | | | | |
| 1108. Title insurance | to | **Valley Land Title Company** | **$628.00** | |
| (includes above items numbers: ) | | | | |
| 1109. Lender's coverage | **$0.00/$0.00** | | | |
| 1110. Owner's coverage | **$64,548.00/$628.00** | | | |
| 1111. Escrow fee | to | **Valley Land Title Company** | **$300.00** | |
| 1112. State Guaranty Fee | to | **Valley Land Title Company-Guaranty Fee Escrow Account** | **$3.00** | |
| 1113. Tax Service Fee | to | **Hidalgo County Property Tax Service** | **$55.00** | |
| **1200. Government Recording and Transfer Charges** | | | | |
| 1201. Recording Fees | Deed **$48.00** ; Mortgage ; Rel **$48.00** | to **Valley Land Title Company** | **$96.00** | |
| 1202. City/county tax/stamps | Deed ; Mortgage | to | | |
| 1203. State tax/stamps | Deed ; Mortgage | to | | |
| 1204. | to | | | |
| **1300. Additional Settlement Charges** | | | | |
| 1301. Survey | to | | | |
| 1302. Pest Inspection | to | | | |
| **1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)** | | | **$1,407.00** | |

**SOLICITATION**

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

**SUBSTUTITE FORM 1099 SELLER STATMENT**

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTIONS**

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

_____
David Kenneth Seal

_____
Marianne Mahler Seal

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

File No. 150736

**Addendum to HUD Settlement Statement**

**Additional Buyers/Borrowers & Sellers**

I have carefully reviewed the HUD-1 Settlement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

| **Section D – Additional Buyers/Borrowers** | **Section E – Additional Sellers** |
|---|---|
| | Julian G. Zendejas and Elda Veroncia Zendejas, husband and wife<br>711 Rio Grande Court<br>Mission, TX 78572-7451<br><br>Julian G. Zendejas<br><br>Elda Veroncia Zendejas<br>Veronica EGZ |

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: January 5, 2017

TO: David Kenneth Seal and Marianne Mahler Seal, husband and wife; AND
THE COUNTY OF HIDALGO, TEXAS

FROM: VALLEY LAND TITLE COMPANY, LTD.

PROPERTY:
Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;

Thence with the West line of said Lot 1, Block 16, South 08 degrees 37 minutes 54 seconds West a distance of 50.00 feet to a point;

Thence departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81 degrees 22 minutes 06 seconds East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=I,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and Point of Beginning of this herein described tract of land;

1. Thence with the apparent East Right of Way line of McColl Road, North 08 degrees 37 minutes 54 seconds East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract of land;

2. Thence with the existing South Right of Way line of Yuma Avenue, South 81 degrees 22 minutes 06 seconds East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No.2 Lateral "E" canal, described as Tract No. 2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. Thence with the West line of said Hidalgo County Irrigation District No. 2 Lateral "E", South 63 degrees 01 minutes 53 seconds West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;

4. Thence across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81 degrees 22 minutes 06 seconds West a distance of 216.38 feel to the Point of Beginning and being a 7,120 square foot or 0.16 of an acre tract of land.

NOTE: The company does not represent that the above acreage or square footage calculations are correct.

This is to give you notice that VALLEY LAND TITLE COMPANY, LTD. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE COMPANY, LTD. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE COMPANY, LTD. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE COMPANY, LTD. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $55.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE COMPANY, LTD. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

**I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE COMPANY, LTD. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY**

**TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.**

I __XX___ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE _____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE COMPANY, LTD. PRIOR TO CLOSING.

SELLER:

David Kenneth Seal

Marianne Mahler Seal

Julian G. Zendejas

Elda Veroncia Zendejas

Veronica
CC2

BUYER/BORROWER:

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

NO PRORATION AGREEMENT

WHEREAS, David Kenneth Seal and wife, Marianne Mahler Seal and Julian G. Zendejas and wife, Elda Veronica Zendejas, hereinafter referred to as SELLER has this day sold to The County of Hidalgo, Texas, hereinafter referred to as PURCHASER, the following described property, to-wit:

SEE EXHIBIT "A"

SELLER and PURCHASER acknowledge that taxes will not be prorated through the date of closing and PURCHASER shall be fully and solely responsible for taxes for the year 2017 and all subsequent years and subsequent assessments for prior years due to change in land usage or ownership.

EXECUTED this 5th day of January, 2017.

SELLER

David Kenneth Seal

Marianne Mahler Seal

Julian G. Zendejas

Elda Veronica Zendejas

BUYER

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

County: Hidalgo, Precinct 2
WA#22 Supplemental #2: Yuma Extension

Exhibit: A
FIELD NOTES FOR PARCEL 1

Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;

**Commencing** at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;

**Thence** with the West line of said Lot 1, Block 16, South 08°37'54" West a distance of 50.00 feet to a point;

**Thence** departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81°22'06" East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=1,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the apparent East Right of Way line of McColl Road, North 08°37'54" East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract to of land;

2. **Thence** with the existing South Right of Way line of Yuma Avenue, South 81°22'06" East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No. 2 Lateral "E" canal, described as Tract No.2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. **Thence** with the West line of said Hidalgo County Irrigation District No.2 Lateral "E", South 63°01'53" West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;

4. **Thence** across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81°22'06" West a distance of 216.38 feet to the **Point of Beginning** and being a 7,120 square foot or 0.16 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

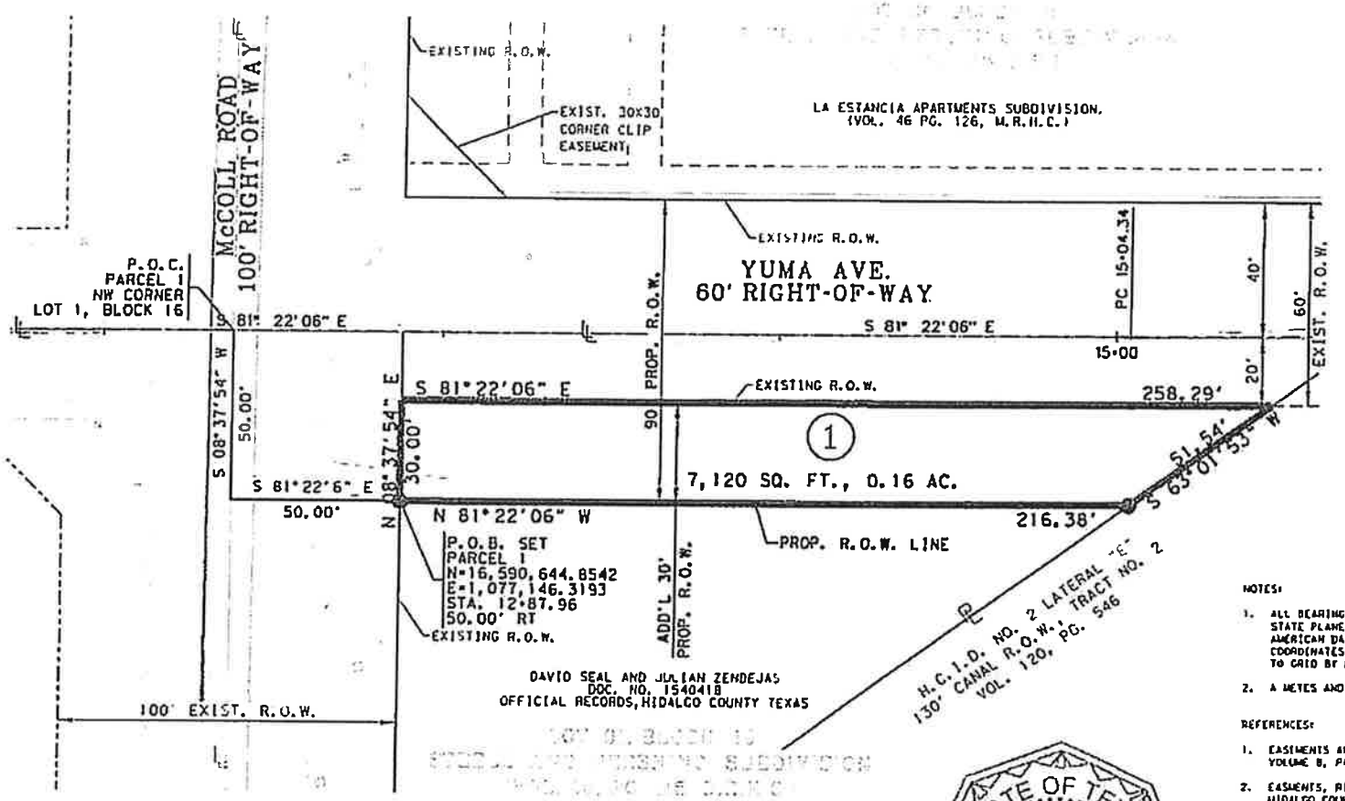
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

06/22/16

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333






NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP RECORDED IN VOLUME 8, PAGE 135, DEED RECORDS, HIDALGO COUNTY, TEXAS.
2. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT OF PUBLIC RECORD.
4. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO.2.

LEGEND:

| | | |
|---|---|---|
| LOT LINE | | |
| PROPERTY LINE | | PROP. |
| PARCEL NUMBER | | ① |
| RIGHT OF WAY | | R.O.W. |
| POINT OF COMMENCING | | P.O.C. |
| POINT OF BEGINNING | | P.O.B. |
| HIDALGO COUNTY DEED RECORDS | | H.C.D.R. |
| HIDALGO COUNTY MAP RECORDS | | H.C.M.R. |
| HIDALGO COUNTY OFFICIAL RECORDS | | H.C.O.R. |
| SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR." | | ● |
| FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED | | ○ |
| OVERHEAD ELECTRIC | | —OHE— |

# PLAT OF SURVEY
## YUMA EXTENSION

A 7,120 SQ. FT. (0.16 AC.)
TRACT OF LAND SITUATED IN LOT 1, BLOCK 16
STEELE AND PERSHING SUBDIVISION,
OUT OF A CALLED 0.95 ACRES OF LAND
AS RECORDED IN DOCUMENT NO. 1540418,
OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT _____

PAGE 3 OF 3

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

06/27/16

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: DAVID SEAL AND JULIAN ZENDEJAS
GF No.: 0003166520
EFFECTIVE DATE: MAY 4, 2016

# RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
## PARCEL 1
YUMA EXTENSION

ROW SURVEYING SERVICES, LLC.
300 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3333
FAX.: (956) 424-3333
TBPLS REG. FIRM# 10133606

**VALLEY LAND TITLE COMPANY, LTD.**
612 W. Nolana Ave. Suite 570
McALLEN, TEXAS 78504
(956) 687-7763
FAX (956) 217-3190

ACCEPTANCE OF TITLE POLICY EXCEPTIONS

GF NO. 150736

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering:

**Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;**

**Commencing at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;**

**Thence with the West line of said Lot 1, Block 16, South 08 degrees 37 minutes 54 seconds West a distance of 50.00 feet to a point;**

**Thence departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81 degrees 22 minutes 06 seconds East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=I,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and Point of Beginning of this herein described tract of land;**

**1. Thence with the apparent East Right of Way line of McColl Road, North 08 degrees 37 minutes 54 seconds East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract of land;**

**2. Thence with the existing South Right of Way line of Yuma Avenue, South 81 degrees 22 minutes 06 seconds East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No.2 Lateral "E" canal, described as Tract No. 2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;**

**3. Thence with the West line of said Hidalgo County Irrigation District No. 2 Lateral "E", South 63 degrees 01 minutes 53 seconds West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;**

**4. Thence across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81 degrees 22 minutes 06 seconds West a distance of 216.38 feel to the Point of Beginning and being a 7,120 square foot or 0.16 of an acre tract of land.**

**NOTE: The company does not represent that the above acreage or square footage calculations are correct.**

will be on the usual Texas form which contains the following printed exceptions:

1. Restrictive covenants affecting the land described or referred to on Schedule B of the Title Commitment as Deleted

2. Any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments, or any overlapping of improvements.

3. Standby fees and taxes for the year 2017 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

and that the policy to be issued on this particular transaction will contain the following special exceptions:

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2

Roads, easements and reservations as shown on the map of Steele and Pershing Subdivision, recorded in Volume 8, Page 115, Deed Records of Hidalgo County, Texas.

Easements for canals, rights of way, ditches, etc. easement in favor of Rio Grande Valley Development Company as shown by instrument dated April 1, 1915, recorded in Volume 52, Page 307, Deed Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deeds dated December 7, 1982, recorded in Volume 1817, Pages 363, 366, 370, and 374, Deed Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 6, 1946, in favor of Coastal Refineries, Inc., as Lessee, recorded in Volume 70, Page 101 Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Deleted

Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.

Rights of parties in possession.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

4. Lien or liens created or assumed in conjunction with this transaction, if any.

5. Rights of parties in possession.

Since the title company examines only the record title and does not actually see the property, we hereby waive inspection by the title company of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

OWNER:

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

Date: January 5, 2017

NOTIFICATION OF TAXING AUTHORITIES

GF# 150736

RE: Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;

Thence with the West line of said Lot 1, Block 16, South 08 degrees 37 minutes 54 seconds West a distance of 50.00 feet to a point;

Thence departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81 degrees 22 minutes 06 seconds East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=I,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and Point of Beginning of this herein described tract of land;

1. Thence with the apparent East Right of Way line of McColl Road, North 08 degrees 37 minutes 54 seconds East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract of land;

2. Thence with the existing South Right of Way line of Yuma Avenue, South 81 degrees 22 minutes 06 seconds East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No.2 Lateral "E" canal, described as Tract No. 2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. Thence with the West line of said Hidalgo County Irrigation District No. 2 Lateral "E", South 63 degrees 01 minutes 53 seconds West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;

4. Thence across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81 degrees 22 minutes 06 seconds West a distance of 216.38 feel to the Point of Beginning and being a 7,120 square foot or 0.16 of an acre tract of land.

NOTE: The company does not represent that the above acreage or square footage calculations are correct.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from our office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 South Professional Drive (West of Bert Ogden on Trenton Road)
Edinburg, Texas 78539
WWW.HIDALGOAD.ORG
(956) 381-8466

This information will also need to be given to any Water District which affects the property.

**PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.**

The undersigned hereby acknowledges receipt of this notice on January 5, 2017.

BUYER:

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

## BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

DATED: **January 5, 2017**

**WAIVER OF INSPECTION**

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 150736

TO: VALLEY LAND TITLE COMPANY, LTD.

AGENT FOR: First American Title Insurance Company

Gentlemen:

I/We, THE COUNTY OF HIDALGO, TEXAS have this day purchased from David Kenneth Seal and Marianne Mahler Seal, husband and wife (if married spouse should join in Deed) the following described property in Hidalgo County, Texas, to-wit:

**Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;**

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**Thence with the West line of said Lot 1, Block 16, South 08 degrees 37 minutes 54 seconds West a distance of 50.00 feet to a point;**

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**3. Thence with the West line of said Hidalgo County Irrigation District No. 2 Lateral "E", South 63 degrees 01 minutes 53 seconds West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;**

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**NOTE: The company does not represent that the above acreage or square footage calculations are correct.**

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on **January 5, 2017**

BUYER:

The County of Hidalgo, Texas

By: _____
Valde Guerra, Executive Officer

COPY

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.**

**Parcel: #1**

# RIGHT OF WAY DEED

**THE STATE OF TEXAS** §
§ **KNOW ALL MEN BY THESE PRESENTS:**
**COUNTY OF HIDALGO** §

**That, DAVID KENNETH SEAL and wife, MARIANNE MAHLER SEAL, 425 E. Moore Rd. San Juan, Hidalgo County, Texas 78589, and JULIAN G. ZENDEJAS and wife, ELDA VERONICA ZENDEJAS, 711 Rio Grande Court Mission, Hidalgo County, Texas 78572-7451, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of SIXTY-FOUR THOUSAND FIVE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS ($64,548.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto THE COUNTY OF HIDALGO, TEXAS, all that certain tracts or parcels of land in Hidalgo County, Texas, being as follows:**

Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;

Thence with the West line of said Lot 1, Block 16, South 08 degrees 37 minutes 54 seconds West a distance of 50.00 feet to a point;

Thence departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81 degrees 22 minutes 06 seconds East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=I,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and Point of Beginning of this herein described tract of land;

1. Thence with the apparent East Right of Way line of McColl Road, North 08 degrees 37 minutes 54 seconds East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract of land;

2. Thence with the existing South Right of Way line of Yuma Avenue, South 81 degrees 22 minutes 06 seconds East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No.2 Lateral "E" canal, described as Tract No. 2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. Thence with the West line of said Hidalgo County Irrigation District No. 2 Lateral "E", South 63 degrees 01 minutes 53 seconds West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;

4. Thence across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81 degrees 22 minutes 06 seconds West a distance of 216.38

feel to the Point of Beginning and being a 7,120 square foot or 0.16 of an acre tract of land.

**SUBJECT TO THE FOLLOWING:**

1. Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

2. Roads, easements and reservations as shown on the map of Steele and Pershing Subdivision, recorded in Volume 8, Page 115, Deed Records of Hidalgo County, Texas.

3. Easements for canals, rights of way, ditches, etc. easement in favor of Rio Grande Valley Development Company as shown by instrument dated April 1, 1915, recorded in Volume 52, Page 307, Deed Records of Hidalgo County, Texas.

4. Mineral and/or royalty reservation contained in deeds dated December 7, 1982, recorded in Volume 1817, Pages 363, 366, 370, and 374, Deed Records of Hidalgo County, Texas.

5. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 6, 1946, in favor of Coastal Refneries, Inc., as Lessee, recorded in Volume 70, Page 101 Oil and Gas Records of Hidalgo County, Texas.

6. Any part thereof which lies within the canal right of way claimed in fee simple by Hidalgo County Irrigation District No. 2.

7. Any claim or allegation that the land, described herein above, was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.

8. Visible and apparent easements on or across the property herein described.

9. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

10. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years.

**SAVE AND EXCEPT:**
**Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the Grantee to take and use all other minerals and materials thereon, therein and thereunder.**

**TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.**

**IN WITNESS WHEREOF, this instrument is executed on this the 5th day of January, 2017.**

DAVID KENNETH SEAL

MARIANNE MAHLER SEAL

JULIAN G. ZENDEJAS

Elda Veronica Zendejas
ELDA VERONICA ZENDEJAS

STATE OF TEXAS )

COUNTY OF HIDALGO )

Before me, the undersigned authority, on this day personally appeared DAVID KENNETH SEAL, proved to me through photo id to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that DAVID KENNETH SEAL executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of January, 2017.

SONIA VILLARREAL
Notary Public
STATE OF TEXAS
Notary ID# 11128424
My Comm. Exp. 07/11/2019

Sonia Villarreal
Notary Public, State of Texas
My commission expires: 7-11-19
Notary Public ID: 11128424

STATE OF TEXAS )

COUNTY OF HIDALGO )

Before me, the undersigned authority, on this day personally appeared MARIANNE MAHLER SEAL, proved to me through photo id to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that MARIANNE MAHLER SEAL executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of January, 2017.

SONIA VILLARREAL
Notary Public
STATE OF TEXAS
Notary ID# 11128424
My Comm. Exp. 07/11/2019

Sonia Villarreal
Notary Public, State of Texas
My commission expires: 7-11-19
Notary Public ID: 11128424

STATE OF TEXAS )

COUNTY OF HIDALGO )

Before me, the undersigned authority, on this day personally appeared JULIAN G. ZENDEJAS, proved to me through photo id to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that JULIAN G. ZENDEJAS executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of January, 2017.

SONIA VILLARREAL
Notary Public
STATE OF TEXAS
Notary ID# 11128424
My Comm. Exp. 07/11/2019

Sonia Villarreal
Notary Public, State of Texas
My commission expires: 7-11-19
Notary Public ID: 11128424

STATE OF TEXAS )

COUNTY OF HIDALGO )

Before me, the undersigned authority, on this day personally appeared ELDA VERONICA ZENDEJAS, proved to me through photo id to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ELDA VERONICA ZENDEJAS executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of January, 2017.

Notary Public, State of Texas
My commission expires: 7-11-19
Notary Public ID: 11128424

SONIA VILLARREAL
Notary Public
STATE OF TEXAS
Notary ID# 11128424
My Comm. Exp. 07/11/2019

**PREPARED IN THE OFFICE OF:**
LAW OFFICE OF RICHARD A. CANTU, P.C.
6013 N. 10th Street
McAllen, Texas 78504
Tel: (956) 630-6330
Tel: (956) 687-7763
Email: CantuR@valleylandtitleco.com
File/GF No.: 8644-17/150736vltc

**AFTER RECORDING RETURN TO:**
THE COUNTY OF HIDALGO, TEXAS
300 W. Hall Acres, Suite G
Pharr, Texas 78577

County: Hidalgo, Precinct 2
WA#22 Supplemental #2: Yuma Extension

Exhibit: A
FIELD NOTES FOR PARCEL 1

Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;

**Commencing** at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;

**Thence** with the West line of said Lot 1, Block 16, South 08°37'54" West a distance of 50.00 feet to a point;

**Thence** departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81°22'06" East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=1,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** departing the South line of said called 0.95 of an acre tract of land, and with the apparent East Right of Way line of McColl Road, North 08°37'54" East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract to of land;

2. **Thence** with the existing South Right of Way line of Yuma Road, South 81°22'06" East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No. 2 Lateral "E" canal, described as Tract No.2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. **Thence** with the Northwesterly line of the Hidalgo County Irrigation District No.2 Lateral "E", South 63°01'53" West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set in the South line of said of said Lot 1, Block 16, for the Southeast corner of this herein described tract of land;

4. **Thence** with the South line of said Lot 1, Block 16, across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81°22'06" West a distance of 216.38 feet to the **Point of Beginning** and being a 7,120 square foot or 0.16 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

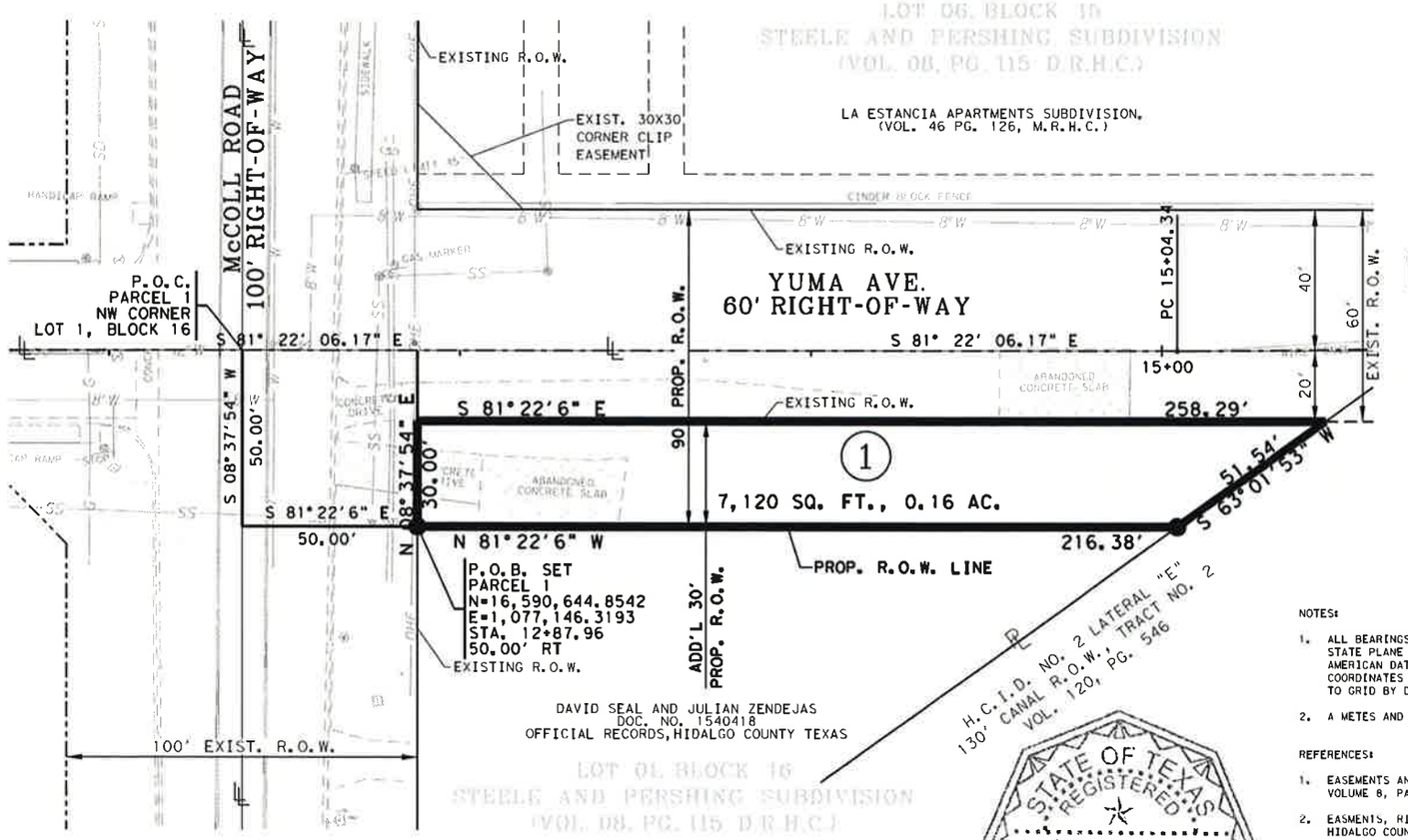
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

06/01/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333






**LEGEND:**

| | |
|---|---|
| LOT LINE | |
| PROPERTY LINE | |
| PARCEL NUMBER | (1) |
| RIGHT OF WAY | R.O.W. |
| POINT OF COMMENCING | P.O.C. |
| POINT OF BEGINNING | P.O.B. |
| HIDALGO COUNTY DEED RECORDS | H.C.D.R. |
| HIDALGO COUNTY MAP RECORDS | H.C.M.R. |
| HIDALGO COUNTY OFFICIAL RECORDS | H.C.O.R. |
| SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR." | ● |
| FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED | ○ |
| OVERHEAD ELECTRIC | —OHE— |

# PLAT OF SURVEY
## FOR PCT. 2 REGIONAL LINEAR PARK PROJECT

A 7,120 SQ. FT. (0.16 AC.) TRACT OF LAND SITUATED IN LOT 1, BLOCK 16 STEELE AND PERSHING SUBDIVISION, OUT OF A CALLED 0.95 ACRES OF LAND AS RECORDED IN DOCUMENT NO. 1540418, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

**EXHIBIT ____**

PAGE 3 OF 3

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

06/01/2016

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

REFERENCES:

1. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP RECORDED IN VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS.
2. EASMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT OF PUBLIC RECORD.
4. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO.2.

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER: HIDALGO COUNTY
OWNER: DAVID SEAL AND JULIAN ZENDEJAS
GF No.: 0003166520
EFFECTIVE DATE: MAY 4, 2016

# RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 1
PCT. 2 REGIONAL LINEAR PARK PROJECT

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 424-3132
TBPLS REG. FIRM# 10193886

Yuma Avenue Project

# Leonel Garza Jr & Associates LLC

## Real Estate Appraisal Services

| | |
|---|---|
| Project: | Yuma Avenue Project |
| Owner of Record: | David Seal and Julian Zendejas |
| PID No. | 290247 |
| Date of Appraisal | November 28, 2016 |

Hidalgo County Precinct No. 2
C/o: Jaime Salinas, Right of Way Agent
300 West Hall Acres, Suite G
Pharr, Texas 78577

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# Leonel Garza Jr. & Associates

Real Estate Appraisal Services

**November 28, 2016**

Hidalgo County Precinct No. 2
C/o: Jaime Salinas
300 West Hall Acres, Suite G
Pharr, Texas 78577

Owner of Record: David Seal and Julian Zendejas

Mr. Salinas:
In accordance with your request, we are presenting an appraisal report of the underlying fee simple land described as a 0.160 acre tract of land out of Lot 1, Block 16 of the Steele and Pershing Subdivision located at the northwest corner of McColl Road and Yuma Avenue in McAllen, Texas. The scope of the assignment is to value the subject property as per date of inspection, to determine the current market value of the part to be acquired. This acquisition shall be recorded in the name of Hidalgo County, Texas. This report is for the sole use and analysis by the Hidalgo County Precinct No. 2 and has been performed under that standards set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), The State of Texas, Standards of Professional Practice of the Appraisal Institute and Senate Bill 18 (SB-18) as per scope of the assignment. The report is limited to the information provided by the client and by other public information sources such as the Hidalgo County Appraisal District, Hidalgo County Deed Records and the Hidalgo County Tax Office and is limited to the on or off-site inspection of the proposed acquisition area.

I, Leonel Garza III, a General Certified Real Estate Appraiser, personally inspected the subject property on November 4, 2016 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value. Information provided by the client was utilized for the determination of market value and for the overall analysis of the remainder before and after the acquisition. It should be understood by the reader that the client and intended user is Hidalgo County Precinct No. 2. The report has been developed based on the knowledge that said acquisition area shall be utilized for the public use indicated to be for the extension and expansion of Yuma Avenue to be developed by Hidalgo County Precinct No. 2.

***I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $64,548 as of the most recent inspection (visit) of the subject on November 4, 2016.***

Based upon my independent appraisal and the exercise of my professional judgment; on November 4, 2016, (date)(s), I personally inspected in the field the property herein appraised; I afforded David Seal and Julian Zendejas, the property owner(s) or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on November 4, 2016. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Precinct No. 2 until authorized by the client to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? ___No___ (yes or no)
2. If so, is the denial of direct access material? ___N/A___ (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Sincerely,

Leonel Garza III
TX-1328375-General

APPRAISAL SUMMARY

| | | |
|---|---|---|
| Fee Simple Owner of Record | David Seal & Julian Zendajas<br>425 East Moore Road, Pharr, Texas 78577 | |
| Physical Location | Southeast Corner of South McColl Road and Yuma Avenue (Not Constructed), McAllen, Texas | |
| Date of Off-Site Visit | November 4, 2016 | |
| Type of Property/Existing Use | Light Commercial / Vacant | |
| Property Rights Appraised | Fee Simple Estate | |
| City Zoning Ordinance | R-3A Multifamily Residential Apartment Zone | |
| Flood Zone Designation | Zone B | |
| Utilities Available | All Municipal Utilities Available | |
| Legal Description (Parent Tract) | All that part of Lot 1, Block 16, lying North and West of Hidalgo County Water Improvement District No. 2 canal, containing 0.95 acre more or less, Steele and Pershing Subdivision, Hidalgo County, Texas. | |
| Parent Tract | 0.950 Acres | 41,382 square feet |
| Existing Yuma Avenue Right of Way | 0.172 Acres | 7,361 square feet |
| Adjusted Gross Acreage | 0.778 Acre | 34,021 square feet |
| Existing Right of Way McColl Road | 0.107 Acre | 4,108 square feet |
| Net Acreage | 0.671 Acre | 29,913 square feet |
| Concurrent Acquisition Area<br>Linear Park Project | 0.511 Acre | 22,793 square feet |
| Net Acquisition Area | 0.160 Acres | 7,120 square feet |
| Remainder Area | 0.000 Acres* | |

**A separate acquisition of 0.511 acres (22,793 square feet) is concurrent with this parcel acquisition which is the northern property boundary of the subject property and the remainder of this tract. The 0.511 acres shall be purchased for the Hidalgo County Precinct No. 2. It is also noted that within the survey a portion of right-of-way claimed by City of McAllen (0.136 acres) has not be acquired by deed and therefore shall be included in the acquisition area as per scope of assignment.*

PHOTOGRAPHS

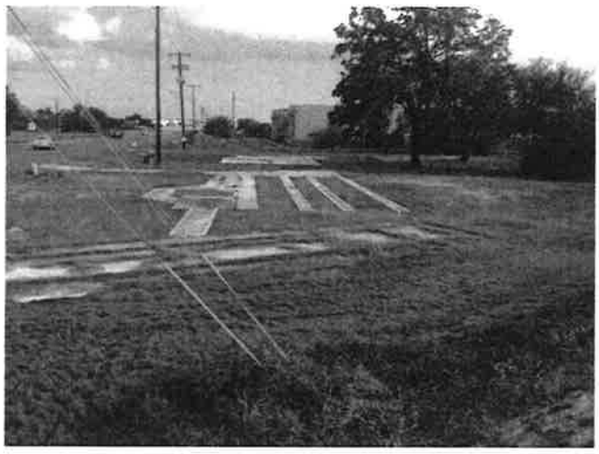


**Photo 1**
Northern view of the subject area along the northern boundary of the Canal ROW.



**Photo 2**
Eastern view of the subject area along the eastern boundary of South McColl Road. This area of subject shall be acquired for the Yuma-McColl Road Project



**Photo 3**
Eastern view of the proposed acquisition area along the eastern boundary of South McColl Road.



**Photo 4**
A secondary view of the proposed acquisition area along the eastern boundary of South McColl Road.

PURPOSE OF THE ASSIGNMENT

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Sixth Edition, Copyright 2015 by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

CLIENT AND INTENDED USER

The client and intended user of this report is identified as Hidalgo County Precinct No. 2. Hidalgo County Precinct No. 2 has a local office at 300 W. Hall Acres, Pharr, Texas 78577. Jaime Salinas and Jaime Cruz, right of way agents for Precinct No. 2 shall be negotiating the acquisition of said parcel. They can be contacted directly at (956) 787-1891.

INTENDED USE

The intended use of the report is to provide a market valuation of the proposed acquisition area and in order for Hidalgo County Precinct No. 2 and / or assigns for assistance in the purchase of the fee estate of the subject property. This report shall be utilized for negotiations and eminent domain proceedings (if necessary). The appraisal shall assist the determined negotiator the market value for the purchase of all or part of the area identified by survey. This appraiser does not authorize the unintended use of the report for any other purpose without the written consent of Leonel Garza III.

SCOPE OF ASSIGNMENT

By request of L&G Engineering on behalf of Hidalgo County Precinct No. 2, a request for Leonel Garza Jr. & Associates, LLC to prepare an appraisal report of the fee simple estate of the part to be acquired. The client indicated that the scope of the assignment is to determine the underlying land value of the subject property and any contributory value of the site improvements located within the part to be acquired and diminution of market value (if any). Market sales within the area and / or comparable market areas are to be identified and analyzed for the determination of market value of the proposed acquisition area as per date of on or off-site inspection.

- Contact owner of record by certified mail as per Hidalgo County Appraisal District records as to the intent to inspect said property. Afford owner opportunity to meet with appraiser. In the event, access is not granted or any written or verbal communication has not been made with owner of record, appraiser is to proceed off-site. The owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.
- The market area shall be researched in order to identify comparable sales to the subject property.
- Appraiser is to determine the most applicable approach to market value for valuation of the subject property. This will include each segment of value; Whole Property, Part To Be Acquired, Remainder Before and After Acquisition as they apply to the subject property.
- Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the owner of record or representative, shall be given a stated value for purposes of the report.
- Personal property is not to be included in the valuation of the subject property.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Sixth Edition, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

PARTIAL ACQUISITION METHODOLOGY

The method of valuation involved in this project is set forth by the State of Texas when the governmental retained right of eminent domain is exercised. The Texas Constitution permits the acquisition of private property for public use (eminent domain), but it requires that any such acquisition entitles the owner to just compensation and that it shall be by the due process of the law of the land. The law dictates that the value of the whole property, the value of the part taken, the value of the remainder before the taking and the value after the taking be ascertained. The law allows for the offset of damages by enhancement if the enhancement is specific to the subject property. In the valuation of the proposed easement(s), the appraisers have taken into consideration the rights being taken and the contributory value of the land affected by this project. The percentage of the fee value acquired in the acquisition of the easement is based on two basic effects: 1) the Legal Encumbrance of the easement rights and obligations; and 2) the Physical Use of the easement areas.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is required that no other easements or encumbrances are located within the part to be acquired. The report has been prepared under the extraordinary assumption that the subject property can be rezoned to a light commercial zone similar to neighboring properties at the intersection of Yuma Avenue and McColl Road.

HYPOTHETICAL CONDITIONS

Report has been prepared under the hypothetical condition that the subject can be approved for a light commercial zone by the City of McAllen.

JURISDICTIONAL EXCEPTION RULE

If any part of the Uniform Standards of Professional Appraisal Practice is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction. For the purposes of this assignment, in valuing the whole property before the taking, we have disregarded any increase or decrease in the market value of the property caused by the public improvement for which part of the property is being taken, or by the likelihood that the property would be taken. Therefore, no enhancement to market value (if any) shall be considered based on project influence.

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza, Jr. & Associates, LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment for an additional fee. As per L&G Engineering, an asbestos study was performed on the subject property which identified vinyl tile located on the remaining concrete slabs located within the acquisition area.

ACCESSIBILITY OF SUBJECT

Julian Zendejas contacted Leonel Garza III, to discuss the proposed project at the offices of Leonel Garza Jr. & Associates. Mr. Zendejas gave verbal permission to enter the property for purposes of photographing and measuring site improvements on the property. Ownership was verified with information from the Hidalgo County Appraisal District and County Deed Records. This report is subject to a title search of which is outside the scope of the assignment.

DATE OF VALUE

The effective date of appraised value is based on the most recent off-site visit to said property which is, November 4, 2016.

DATE OF REPORT

The effective date of report is November 28, 2016

SALES HISTORY

This appraiser has examined the history of the subject property and has found the following: According to the Hidalgo County Appraisal District and the County Clerk's Office, the subject property has been under the ownership of David Seal and Julian Zendejas, and has been since October 20, 2005. The subject property was conveyed from Roy Clarence Busby and wife, Mary Busby (Grantor) to David Seal and Julian Zendejas (Grantee) according to Warranty Deed with Vendor's lien recorded under Document No. 1540418.

ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report is based on facts present and found during the report. The report is conducted under the following assumptions and limiting conditions, except as otherwise noted in our report.

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws, unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any sketch the property included in the body of this report is for illustrative purposes only and should not be considered to be scaled accurately as this is utilized for demonstrative purposes only in order to have the reader understand the scope of the assignment as stated in the report. Any survey provided by the client shall be utilized as the official indicator of land area to be acquired throughout the body of the report.

The appraiser accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. This appraisal report shall be considered only in its entirety. No part of this appraisal report shall be utilized separately or out of context.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraisers.

Information, estimates and opinions contained in this report, obtained from sources outside of the office of the undersigned, are assumed to be reliable and have not been independently verified.

Any income and expense estimates contained in this appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

All parties who use or rely upon any information in this report without our written consent do so at their own risk. No studies have been provided to us indicating the presence or absence of hazardous materials on the site or in the improvements, and our valuation is predicated upon the property being free and clear of any environment hazards.

No evidence or documentation has been provided as to the presence or location of any floodplain areas and/or wetlands. We are not qualified to detect such areas. The presence of floodplain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal. The only method of determining flood zone in the area is by way of FEMA Flood Map designations of which are subject to change.

Possession of this report, or a copy thereof, does not carry with it the right of publication. Any and all further copies of said report must be requested with the client.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Leonel Garza III, President of Leonel Garza Jr. & Associates, LLC.

## CITY OF MCALLEN MARKET ANALYSIS

The City of McAllen, Texas, and is approximately 222 miles south of San Antonio, Texas. Hidalgo County contains one of the fastest growing MSA's (Metropolitan Statistical Area) in the State as well as the Nation. The McAllen, Mission, Edinburg MSA and Reynosa, Mexico comprise a dynamic community with a combined population of ±1.4 million. During the past two decades, this area has made bold advances, with unprecedented growth in both population and industrial attraction. The McAllen MSA is ranked

- 4th fastest growing MSA in America by percent change in population (U.S. Census 2000).
- #1 county in Texas by percent change in population (U.S. Census 2000).
- 25th best place to do business or advance a career in the U.S. (Forbes Magazine, 2001).
- #1 in mid-size cities for growth and development in the South (Southern Business Magazine 2001).
- Top 50 automotive supplier locations. (Southern Business Magazine 2001).

McAllen is represented by 37 of America's top 100 retailers. More than 80 of Fortune 500's global manufacturers have operations in McAllen/Reynosa. Included among them are: AT&T, Bissel, Black & Decker, BMW, Delco, Drexel Meyer, Eaton, Emerson, GE, Johnson Controls, Nokia, R. R. Donnelley & Sons, Panasonic, Siemens, Sony, Symbol, TRW, West Bend and Whirlpool.

In 2000, from among the top 20 cities in Texas, McAllen ranks 4th in per-capita sales tax collections, 6th in the percent change in population, 12th in retail sales and 15th in population.

- County bank deposits grew from $2.6 billion to $4.8 billion in the 1990's, while McAllen's share grew 68%, from $1.6 billion to $2.5 billion of the total.
- County retail trade grew from $2.57 billion to $ 4.90 billion, while McAllen's retail sales grew 74%, from $1.86 billion to $2.37 billion of the total.
- Á McAllen's retail totals accounted for 48% of all retail sales in Hidalgo County, even though McAllen represents just 19% of the county's population.
- McAllen is the retail center of South Texas and Northern Mexico, drawing from a consumer base of over 10 million people. This sector has become the driving force in McAllen's economy, growing a staggering 138% over the last 10 years, to over 2 billion and employing 27% of the workforce.

The McAllen area has also been successful in attracting new call centers employing over 4,200 people due mostly to the fact that the Valley boasts the 7th largest pool of available labor in the country, and it's bilingual, too. A few of the call centers that have established in the past two years are Convergys, TicketMaster, West TeleServices, Western Wireless and Teleperformance.

In Hidalgo County, cross-border cargo and vehicular traffic increased 214% and 69% respectively during the decade of the 1990's from 228,133 to 715,305 cargo trucks and from 10.92 million to 18.45 million automobiles. US/Mexico trade crossing the international bridge in Hidalgo County increased from $5.0 billion in 1994, pre-NAFTA, to $12.56 billion in 2000.

The market area includes ample recreational, educational, medical, and employment facilities within proximity. The trend for the market area of the subject property appears to be for the continued development of commercial retail developments along the frontage of U.S. Expressway 83, 10th Street, Ware Road, Taylor, Shary Road and Bryan Road. The area around the intersection of Ware Road and US Expressway 83 continues to expand.

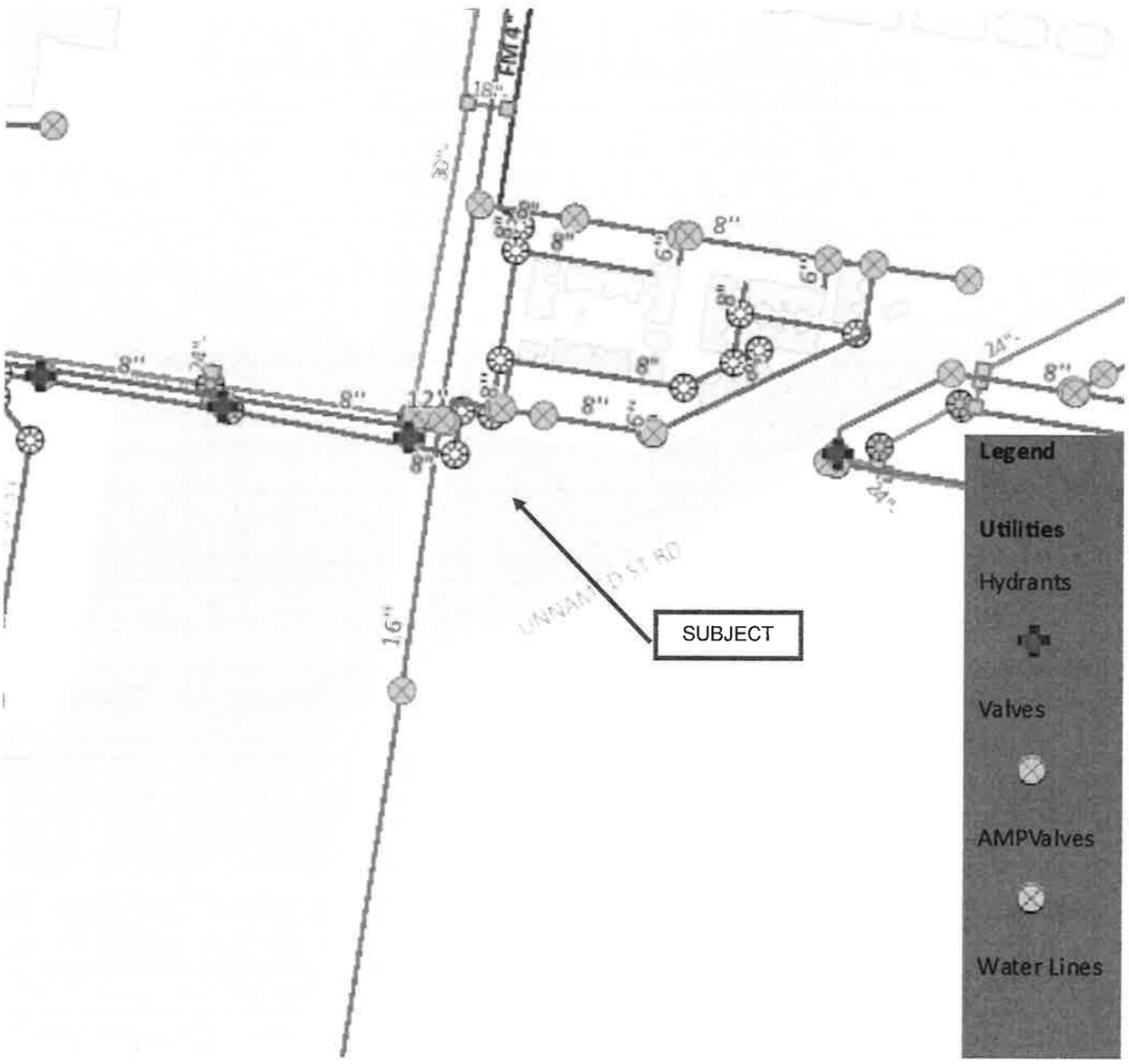
McALLEN CITY LIMITS AND EXTRATERRITORIAL JURISDICTION




www.cityofmcallen.net

UTILITIES

According to the City of McAllen, the subject area does contain electricity, water and phone service. Other utility or public services in this region include multiple irrigation districts and drainage districts, as depicted within the following graphic.




www.cityofmcallen.net

MUNICIPAL ZONING

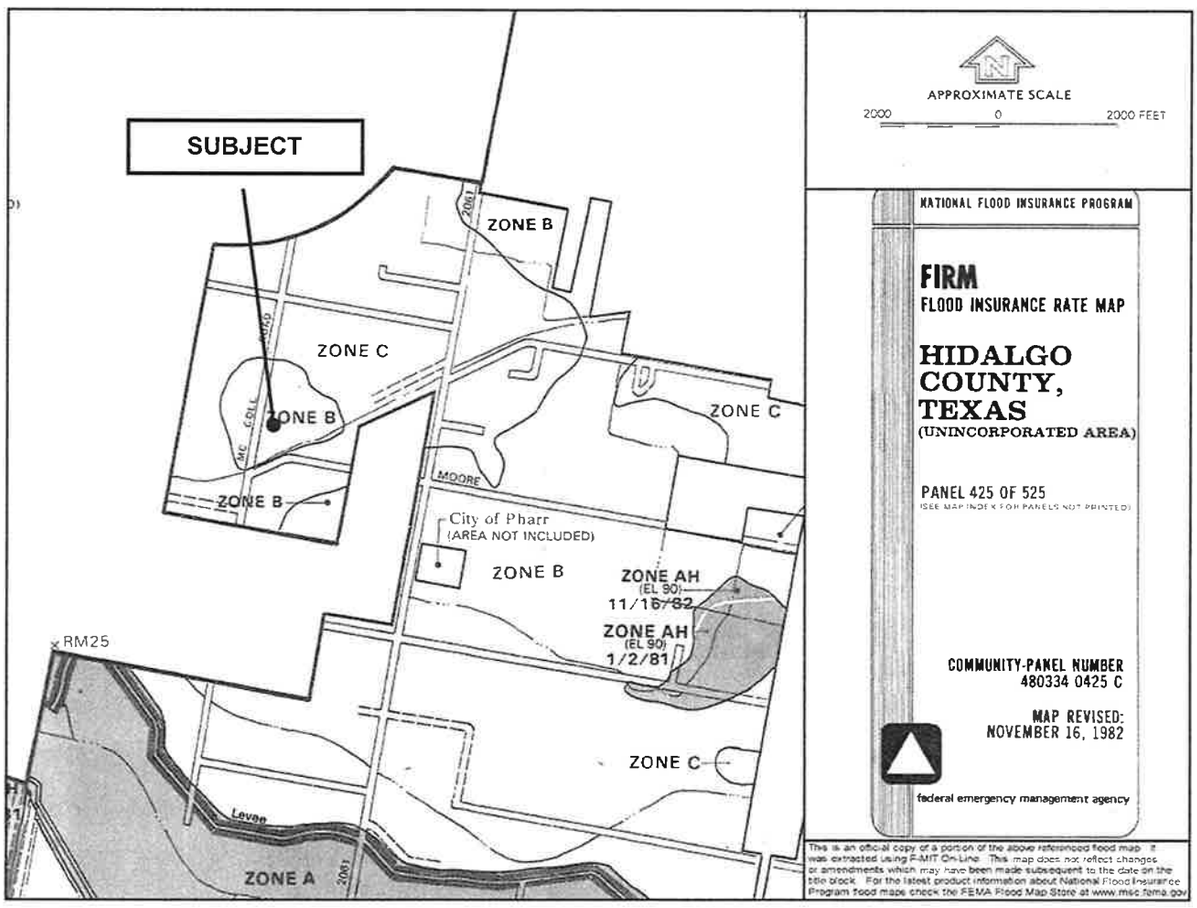
City of McAllen Planning and Zoning Department indicated that the property was currently zoned R-3A Apartments. Note, properties located at the northwest corner of Yuma Avenue and McColl Road are zoned C-1 (Office Building) while the southwest corner is zoned C-3L (Light Commercial). This report has been prepared under the extraordinary assumption that the subject property due to its overall size, location and surrounding use could be rezoned to a C-1 or C-3L zone like the neighboring properties along the west side of McColl Road.




www.mcallen.net

FEMA FLOOD MAP

FEMA MAP No. _____ 480334025C
FLOOD ZONE DESIGNATION*_____ Zone B




Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

http://www.fema.gov/flood-zones

## PROPERTY TAX ASSESSMENT

### Hidalgo CAD

**Property Search Results > 290247 SEAL DAVID & JULIAN ZENDEJAS for Year 2017**

**Property**

**Account**

| | | | |
|---|---|---|---|
| Property ID: | 290247 | Legal Description: | STEELE & PERSHING BNG AN IRR TR N245.74'-W338.23' LOT 1 BLK 16 1.00AC GR .72AC NET |
| Geographic ID: | S5950-00-016-0001-00 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | | | |
| Property Use Description: | | | |

**Location**

| | | | |
|---|---|---|---|
| Address: | S MCCOLL RD<br>MCALLEN, TX | Mapsco: | |
| Neighborhood: | STEELE & PERSHING | Map ID: | CML |
| Neighborhood CD: | S595000 | | |

**Owner**

| | | | |
|---|---|---|---|
| Name: | SEAL DAVID & JULIAN ZENDEJAS | Owner ID: | 368023 |
| Mailing Address: | 425 E MOORE RD<br>PHARR, TX 78577-6300 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

**Taxing Jurisdiction**

Owner: SEAL DAVID & JULIAN ZENDEJAS
% Ownership: 100.0000000000%
Total Value: $63,750

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| CAD | APPRAISAL DISTRICT | 0.000000 | $63,750 | $63,750 | $0.00 |
| CML | CITY OF MCALLEN | 0.476300 | $63,750 | $63,750 | $303.64 |
| DR1 | DRAINAGE DISTRICT #1 | 0.095100 | $63,750 | $63,750 | $60.63 |
| GHD | HIDALGO COUNTY | 0.590000 | $63,750 | $63,750 | $376.13 |
| JCC | SOUTH TEXAS COLLEGE | 0.185000 | $63,750 | $63,750 | $117.94 |
| R12 | ROAD DIST 12 | 0.000000 | $63,750 | $63,750 | $0.00 |
| SPA | PSJA ISD | 1.399200 | $63,750 | $63,750 | $891.99 |
| SST | SOUTH TEXAS SCHOOL | 0.049200 | $63,750 | $63,750 | $31.37 |
| | Total Tax Rate: | 2.794800 | | | |
| | | | | Taxes w/Current Exemptions: | $1,781.70 |
| | | | | Taxes w/o Exemptions: | $1,781.69 |

**Roll Value History**

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2017 | $0 | $63,750 | 0 | 63,750 | $0 | $63,750 |
| 2016 | $0 | $63,750 | 0 | 63,750 | $0 | $63,750 |
| 2015 | $0 | $63,750 | 0 | 63,750 | $0 | $63,750 |
| 2014 | $0 | $63,750 | 0 | 63,750 | $0 | $63,750 |

HIGHEST & BEST USE

The highest and best use is defined as "The reasonably probable and legal use of vacant land / or an improved property that is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physically possibility, financial feasibility, and maximum productivity".

*The Dictionary of Real Estate Appraisal. 6TH Edition Chicago: Appraisal Institute, 2015*

The highest and best use of both land as though vacant and property as improved must meet four criteria known as the highest and best use. The criteria includes; physically possible, legally permissible, financially feasible, and maximally productive. The analysis of these four criteria are the basis for the overall valuation of the subject property. It is imperative that the appraiser analyze each of these four criteria to determine the market value of the subject property. In review of the subject properties overall physical characteristics of the surrounding neighborhood it is determined that the overall subject property can be utilized for a variety of developments to include but not limited to single family residential, multifamily residential, light commercial development.

The second criteria is legally permissible. The subject property is currently zoned R-3A (Apartments) which would require the development of 1 to 4 family type units on the subject property. However, based on the surrounding use of properties located at the northwest and southwest corner of Yuma Avenue in South McColl Road it is highly likely that with an application to rezone the subject property that a higher intensity use would be approved by the city of McAllen. This is an extraordinary assumption based on review of surrounding properties along McColl Road in Yuma Avenue. This report is under the extraordinary assumption and hypothetical condition of the subject property would be zoned for a C-1 or C-3 L type zone similar to neighboring properties. As of the date of this report, the owners have indicated that they have not applied for a rezone of the subject property.

The final two criteria include financially feasible and maximally productive use, which the subject in its current state as vacant does not meet these criteria. Therefore, the subject property would have to be developed to be at its most financially feasible and maximally productive state. This appraiser is making the extra assumption that a C-1 or C-3 L type zone would be allowed on the subject property and thereby making the most financially feasible and maximally productive state, which would warrant the highest market value. In conclusion based on the review of the four criteria of the highest and best use, it is indicated that the subject property market value be based on a light commercial development use.

DEFINITION OF MARKET VALUE

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

Buyer and Seller are typically motivated.

Both parties are well informed or well advised, and each-acting in what they consider their own best interest.

A reasonable time is allowed for exposure in the open market.

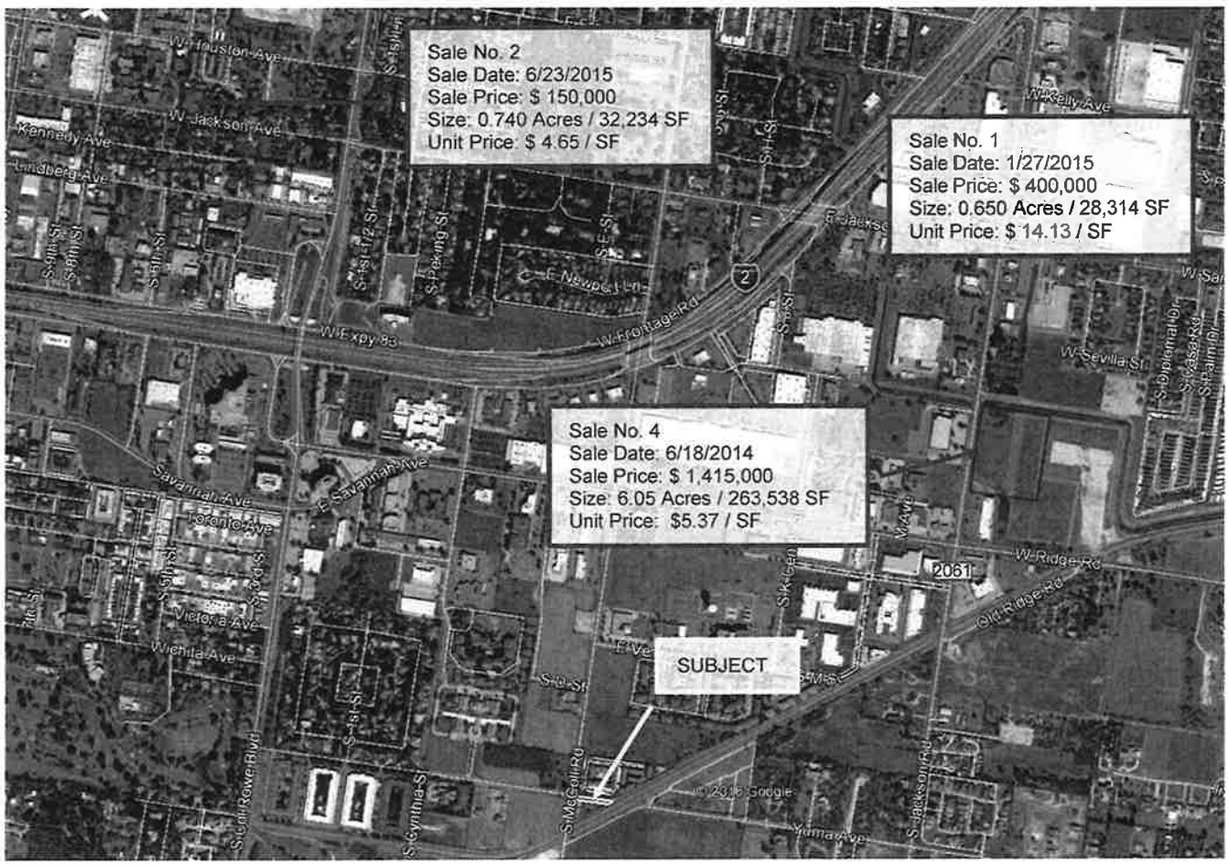
Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions.*

MARKET LAND SALES

The following sales were derived from a multitude of sources of which include the local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area; however, if all information cannot be verified as per date of the report they may only be mentioned, but not heavily weighted in the overall analysis of the subject property.




Sale No. 3
Sale Date: 7/31/2015
Sale Price: $ 164,000
Size: 0.946 Acres / 41,195 SF
Unit Price: $3.98 / SF
2061
Denny Dr
Elizabeth St
Ray St
W Zapata Ave
Nannette Ave
Carlos St
Sherry Ave
S Jackson Rd
© 2016 Google

Land Sale No. 1




| | |
|---|---|
| Sales Record ID | 2333 |
| Property Type | Vacant Commercial |
| Tax ID | M2650-00-007-0006-03 |
| Grantor | Gaspar Barrera and wife, Rachel Barrera |
| Grantee | Kemas Pharr Jackson, LTD |
| Sale Date | January 27, 2015 |
| Verification | MLS: A247172487S |
| Gross Land Size | 0.650 Acres or 28,314 SF |
| Sale Price | $ 400,000 |
| Unit Sales Price | $14.13 / SF |
| Utilities | Water / Sewer / Electrical |

Legal Description

Being a 0.741 acre tract of land (Gross), more or less, out of the South 1/2 of Lot 6, Block 7, A.J. McColl Subdivision, of Porcion 68 as recorded in Vol. 21, Pg. 598, Map Records, Hidalgo County, Texas.

Property Description:

the subject property is a vacant tract of land located along the east side of Jackson Avenue just north of Oakland Avenue. The subject is an emerging market in which light commercial developments are occurring in the immediate area. The subject property has accessibility to all municipal services at the time of sale.

Land Sale No. 2




| | |
|---|---|
| Sales Record ID | 2299 |
| Property Type | Vacant - Multifamily |
| Tax ID | L2100-00-000-0001-00 |
| Grantor | Trigo Investments, LLC |
| Grantee | Fenech Sole, LLC |
| Sale Date | June 23, 2015 |
| Verification | MLS: L178643S |
| Gross Land Size | 0.740 Acres or 32,234 SF |
| Sale Price | $ 150,000 |
| Unit Sales Price | $4.65 / SF |
| Utilities | Water / Sewer / Electrical |

Legal Description

Lots 1A and 2A, together with the East 31 feet of abandoned Sixth Street lying West of said Lots, La Villita Subdivision, an addition to the City of McAllen, Hidalgo County, Texas.

Property Description:

The subject property is a vacant tract of land located on the north side of Jackson Avenue. Subject is in an area which there is a transition from multifamily residential to light commercial developments. Subject has access to all city municipal services and is currently zoned R-3C.

Land Sale No. 3




| | |
|---|---|
| Sales Record ID | 2513 |
| Property Type | Vacant Commercial |
| Tax ID | B2031-01-000-0001-00 |
| Grantor | Bealuh Enterprises, LLC |
| Grantee | Luis F. Gonzalez |
| Sale Date | July 31, 2015 |
| Verification | MLS: E180772S |
| Gross Land Size | 0.946 Acres or 41,195 SF |
| Sale Price | $ 164,000 |
| Unit Sales Price | $3.98 / SF |
| Utilities | Water / Sewer / Electrical |

Legal Description

All of Lot 1, Bealuh Enterprises No. 1 Subdivision, an Addition to the City of Pharr, Hidalgo County, Texas.

Property Description:

The subject property is a light commercial tract of land located on the north side of Dicker Road. Property was purchased for a commercial development and has municipal services available.

**Land Sale No. 4**




| | |
|---|---|
| Sales Record ID | 1950 |
| Property Type | Vacant Commercial |
| Location | Jackson Road (E/S) South of Expressway 83 |
| Tax ID | M2650-00-007-0005-06 |
| Grantor | Thomas F. Philips, Trustee |
| Grantee | Domain Development Corporation |
| Sale Date | June 18, 2014 |
| Verification | MLS: E7961S |
| Gross Land Size | 6.050 Acres or 263,538 SF |
| Sale Price | $1,415,000 |
| Unit Sales Price | $5.37 / SF |
| Utilities | Water / Sewer / Electrical |

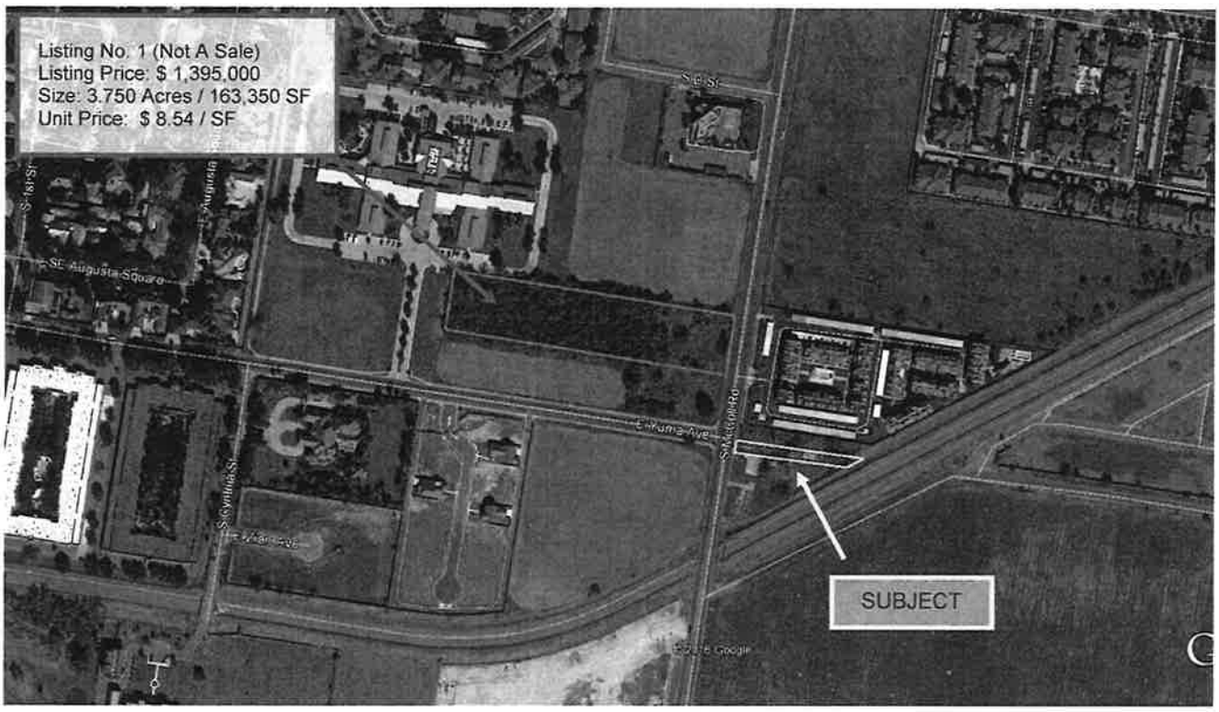
Legal Description

A tract of land containing 6.565 acres situated in Hidalgo County, Texas, Being a part or portion of a certain (27.98-acre) tract of Lot 5, Block 7, A.J. McColl Subdivision, Hidalgo County, Texas, according to the map recorded in volume 21, page 598, deed records in the office of the County Clerk of Hidalgo County, Texas.

Property Description:

The subject is a commercial tract of land that was part of a larger 13.00 acre tract sold for commercial and retail development. The subject property does contain all municipal services available to the site at the time of sale.

Active Land Listings Near Subject




| | |
|---|---|
| Listing Record ID | 3710 |
| Property Type | Vacant Light Commercial and or Multifamily |
| Tax ID | S5950-00-015-0005-02 |
| Grantor | William A. Schwartz, Trustee |
| Verification | MLS: A194565A |
| Gross Land Size | 3.750 Acres or 163,350 SF |
| Asking Price | $1,395,000 |
| Asking Unit Price | $8.54 / SF |
| Topography | Level |
| Utilities | Water / Sewer / Electrical |

Legal Description

Three (3) acres out of Lot Five (5), Block Fifteen (15), Steele & Pershing Subdivision of the East 1/2 of Porcion 66 and all of Porcion 67, Hidalgo County, Texas.

## MARKET VALUE ANALYSIS

| VALUATION GRID | | REPRESENTATIVE COMPARABLE SALES | | | |
|---|---|---|---|---|---|
| | **Subject** | **Comp. No. 1** | **Comp. No. 2** | **Comp No. 3** | **Comp. No. 4** |
| Grantor | Roy Clarence Busby and Mary Busby | Gaspar Barrera and Rachel Barrera | Trigo Investments, LLC | Bealuh Enterprises, LLC | Thomas F. Philips, Trustee |
| Grantee | David Seal and Julian Zendejas | Kemas Pharr Jackson, LTD | Fenche Sole, LLC | Luis F. Gonzalez | Domain Development Corp., a Texas Corporation |
| Date | October 20, 2005 | January 27, 2015 | June 23, 2015 | July 31, 2015 | August 18, 2014 |
| Sales Price | $ - | $ 400,000 | $ 150,000 | $ 164,000 | $ 1,415,000 |
| Unit Price | / SF | $ 14.13 / SF | $ 4.65 / SF | $ 3.98 / SF | $ 5.37 / SF |
| Conditions of Sale | Cash To Seller | Similar 0% | Similar 0% | Similar 0% | Similar 0% |
| Market Conditions | Average | Similar 0% | Similar 0% | Similar 0% | Similar 0% |
| Relative Location | Average | Superior -30% | Inferior 40% | Inferior 40% | Superior 0% |
| Physical Characteristics | Irregular | Rectangular -5% | Rectangular -5% | Rectangular -5% | Rectangular -5% |
| Topography | Level | Similar 0% | Similar 0% | Similar 0% | Similar 0% |
| Available Utilities | All Municipal Utilities Available in Area | Similar 0% | Similar 0% | Similar 0% | Similar 0% |
| Economic Unit | 29,913 SF | 28,314 0% | 32,234 0% | 41,195 0% | 263,538 50% |
| | Net Adjustment | $ (4.94) -35% | $ 1.63 35% | $ 1.39 35% | $ 2.42 45% |
| | Indicated Unit Value | $ 9.18 / SF | $ 6.28 / SF | $ 5.37 / SF | $ 7.79 / SF |
| **Unit Value of Fee Simple Area** | | | | | **$ 8.00 / SF** |

During the analysis of the acquisition area, the value for the subject whole property was determined utilizing the direct sales comparison approach to value, as vacant. Once the sales are identified, each is reviewed for comparability to the subject property. The determination of market value once all applicable adjustments are made, are applied to the part to be acquired (pro-rata part of the whole). The local market and extended market was searched for comparable land sales that are most like the subject property. Each of these sales utilized were indicated to be indicative of the market for the subject and therefore are reliable for the determination of the unit value of said tract of land. These sales were verified through various sources of which include, the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, Grantors and / or Grantees, Appraisers and local Realtors. The land comparables were reviewed for similarity on several factors including but not limited to: Financing Terms, Market Conditions at Time of Sale, Available Utilities, Zoning, Road Access, Site Utility and Size of Tract. The subject property was analyzed based on the whole property land area of 29,913 square feet. Since the subject is being acquired under two separate acquisitions, the remainder of this report shall reflect the part to be acquired as a whole acquisition with no remainder as per scope of the assignment. The remainder 22,793 square feet (0.511 acres) shall be acquired under the Yuma Road Extension Project.

| WHOLE PROPERTY ANALYSIS | LAND AREA | UNIT RATE | MARKET VALUE |
|---|---|---|---|
| LAND AREA (100% OF MARKET VALUE) | 7,120 SF | $ 8.00 / SF | $ 56,960 |
| IMPROVEMENT VALUE | | | $ 6,588 |
| LANDSCAPING | | | $ 1,000 |
| | | | $ 64,548 |

May 17, 2016
Revised June 22, 2016
Parcel 1
1 of 3 Pages

County: Hidalgo, Precinct 2
WA#22 Supplemental #2: Yuma Extension

Exhibit: A
FIELD NOTES FOR PARCEL 1

Being a 7,120 square foot or 0.16 of an acre tract of land, out of Lot 1, Block 16, Steele and Pershing Subdivision, as recorded in Volume 8, Page 115, of the Deed Records, Hidalgo County, Texas, and being out of a called 0.95 of an acre tract of land, conveyed by Warranty Deed with Vendor's Lien dated October 20, 2005, as described in Document No. 1540418 of the Official Records, Hidalgo County, Texas, said 7,120 square foot or 0.16 of an acre tract of land being more particularly described by metes and bounds as follows;

**Commencing** at McColl Road, for the Northwest corner of said called 0.95 of an acre tract of land, for the Northwest corner of said Lot 1, Block 16, Steele and Pershing Subdivision;

**Thence** with the West line of said Lot 1, Block 16, South 08°37'54" West a distance of 50.00 feet to a point;

**Thence** departing the West line of said Lot 1, Block 16, and across and through said called 0.95 of an acre tract of land, South 81°22'06" East a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." (N=16,590,644.854, E=1,077,146.319) set in the apparent East Right of Way line of McColl Road, for the Southwest corner and **Point of Beginning** of this herein described tract of land;

1. **Thence** with the apparent East Right of Way line of McColl Road, North 08°37'54" East a distance of 30.00 feet to the existing South Right of Way line of Yuma Avenue (60' R.O.W.) for the Northwest corner of this herein described tract to of land;

2. **Thence** with the existing South Right of Way line of Yuma Avenue, South 81°22'06" East a distance of 258.29 feet to the existing West Right of Way line of the Hidalgo County Irrigation District No. 2 Lateral "E" canal, described as Tract No.2, Volume 120, Page 546, of the Deed Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;

3. **Thence** with the West line of said Hidalgo County Irrigation District No.2 Lateral "E", South 63°01'53" West a distance of 51.54 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;

4. **Thence** across and though said 0.95 of an acre tract of land, with the South proposed Right of Way line of Yuma Avenue, North 81°22'06" West a distance of 216.38 feet to **the Point of Beginning** and being a 7,120 square foot or 0.16 of an acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

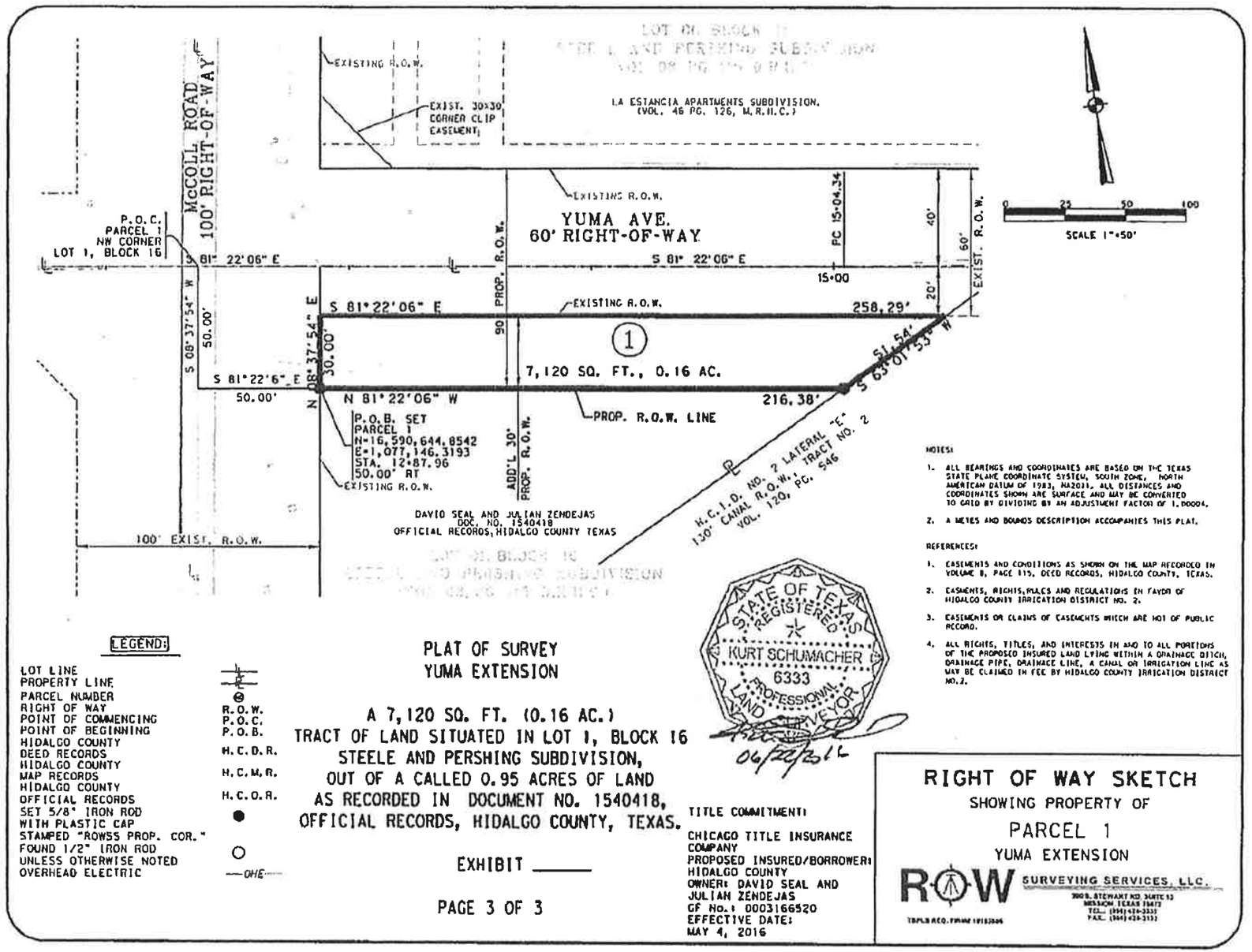
A plat survey of even survey date herewith accompanies this description.

I, Kurt Schumacher, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

06/22/16

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333






**LEGEND:**

| | |
|---|---|
| LOT LINE | |
| PROPERTY LINE | |
| PARCEL NUMBER | ① |
| RIGHT OF WAY | R.O.W. |
| POINT OF COMMENCING | P.O.C. |
| POINT OF BEGINNING | P.O.B. |
| HIDALGO COUNTY DEED RECORDS | H.C.D.R. |
| HIDALGO COUNTY MAP RECORDS | H.C.M.R. |
| HIDALGO COUNTY OFFICIAL RECORDS | H.C.O.R. |
| SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROW55 PROP. COR." | ● |
| FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED | ○ |
| OVERHEAD ELECTRIC | —OHE— |

## PLAT OF SURVEY
## YUMA EXTENSION

A 7,120 SQ. FT. (0.16 AC.)
TRACT OF LAND SITUATED IN LOT 1, BLOCK 16
STEELE AND PERSHING SUBDIVISION,
OUT OF A CALLED 0.95 ACRES OF LAND
AS RECORDED IN DOCUMENT NO. 1540418,
OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT _____

PAGE 3 OF 3

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

06/22/2016

TITLE COMMITMENT:
CHICAGO TITLE INSURANCE COMPANY
PROPOSED INSURED/BORROWER:
HIDALGO COUNTY
OWNER: DAVID SEAL AND JULIAN ZENDEJAS
GF No.: 0003166520
EFFECTIVE DATE:
MAY 4, 2016

NOTES:
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NA2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

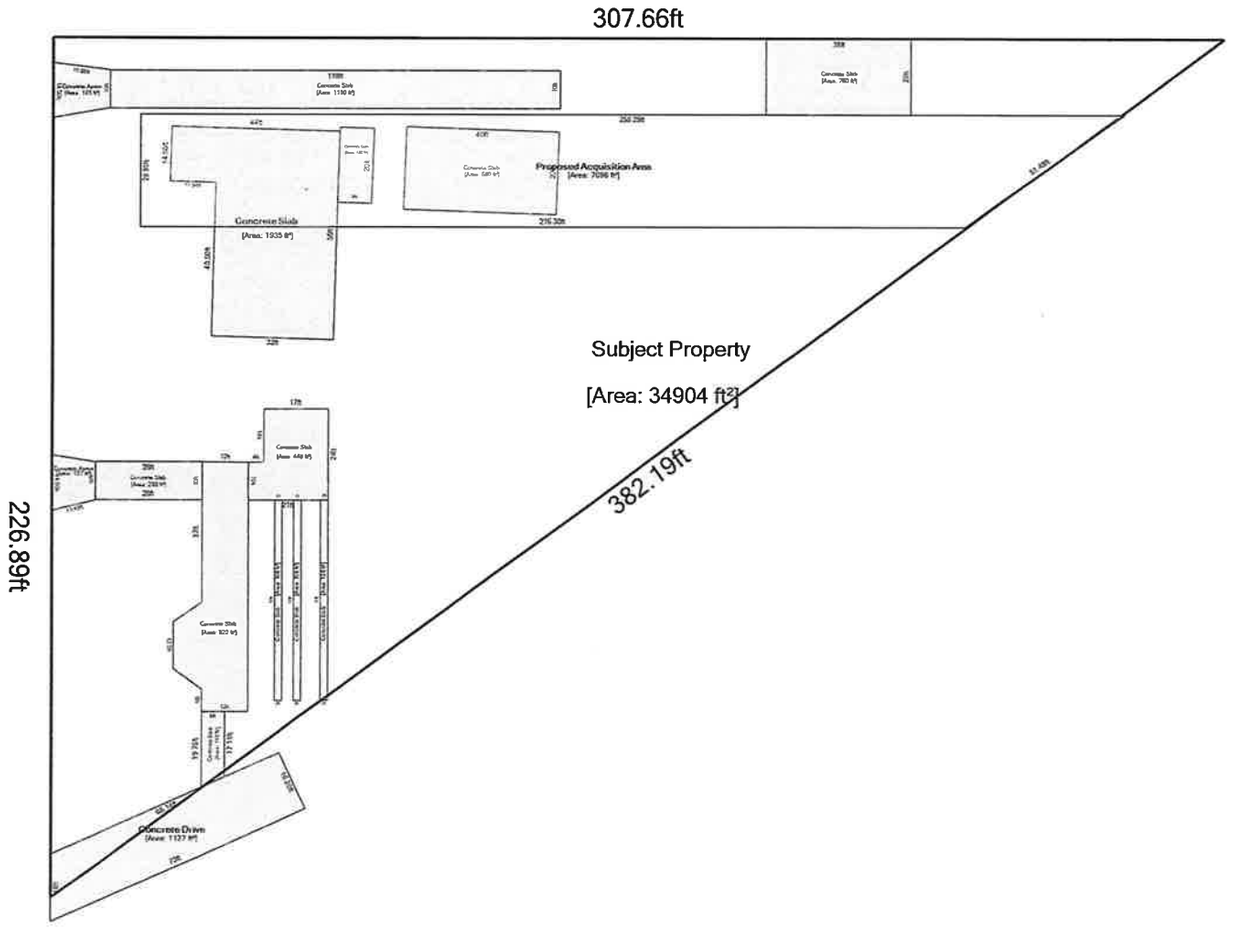
REFERENCES:
1. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP RECORDED IN VOLUME 8, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS.
2. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
3. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT OF PUBLIC RECORD.
4. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

## RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 1
YUMA EXTENSION

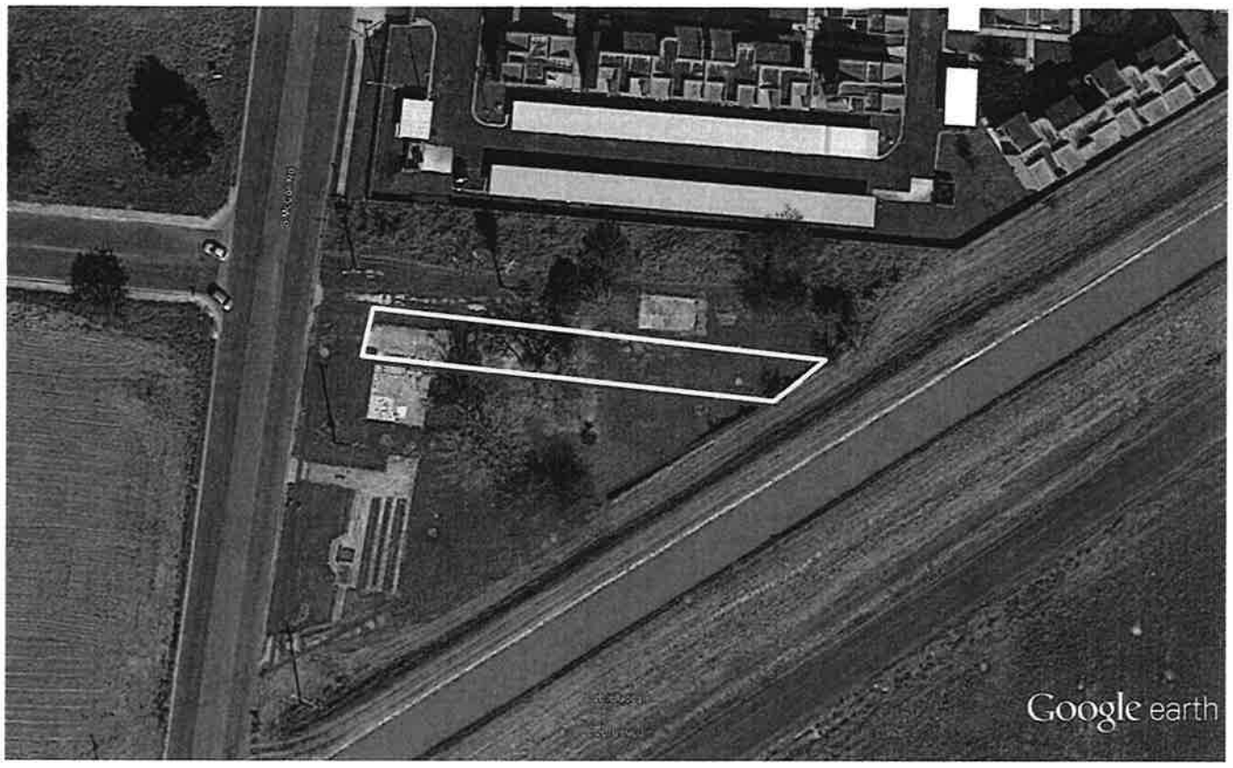
ROW SURVEYING SERVICES, LLC.
3900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78573
TEL.: (956) 424-3333
FAX.: (956) 424-3333
TBPLS REG. FIRM# 10113306

SKETCH OF ACQUISITION AREA

Area highlighted in yellow is the section of the subject property to be purchased as part of the Yuma Road Extension Project. The area to the north of the Yuma Road Project are improvements that appear to be encroaching onto existing Yuma Road Right of Way.



PART TO BE ACQUIRED




The part to be acquired consists of an irregular shaped tract of land out of Lot 1, Block 16 of the Steel and Pershing Subdivision with a total land area of 7,120 square feet or 0.160 acres (outlined in yellow). The part to be acquired was once utilized as a single family residential property. However, all that remains with in the acquisition area are three concrete foundations and associated large trees which was part of the original landscaping. The part to be acquired does not constitute an economic unit upon it-self and therefore for shall be valued as a pro-rata part of whole property for purposes of determining market value of the acquisition area. The following is the total land area to be acquired as per survey.

| AREA TO BE ACQUIRED | LAND AREA | | UNIT RATE | | MARKET VALUE |
|---|---|---|---|---|---|
| PART TO BE ACQUIRED | 7,120 | SF | $ 8.00 | / SF | $ 56,960 |
| IMPROVEMENT VALUE | | | | | $ 6,588 |
| LANDSCAPING | | | | | $ 1,000 |
| | | | | | $ 64,548 |

REMAINDER BEFORE & AFTER ACQUISITION

As per scope of the assignment, the remainder of the subject property before and after the proposed acquisition shall be analyzed for the purposes of determining any damages or diminution in market value. In the case of the subject property, it was determined that the remainder before and after shall be part of a future acquisition to be incorporated within Hidalgo County Precinct No. 2. Because of separate funding sources the remainder shall be acquired under a separate acquisition from this parcel. This will thereby make the subject property a whole acquisition under two separate closings. The remainder 22,793 square feet (0.511 acres) shall not be damaged based on the existing acquisition since the client, Hidalgo County Precinct No. 2, will be making a separate offer to the owner of record for this remainder concurrently. This appraiser has been contracted to appraise the 0.511 acre remainder on a separate report for such purpose. Therefore, no diminution or damages to the remainder is indicated for purposes of this report.

| SUMMATION OF COMPENSATION | | |
|---|---|---|
| PART TO BE ACQUIRED | $ | 56,960 |
| IMPROVEMENTS (2,027 sf Concrete Slab within Take @ $6.50/sf x 50% Depreciation) | $ | 6,588 |
| LANDSCAPING | $ | 1,000 |
| DIMINUTION OF MARKET VALUE TO REMAINDER AFTER | $ | - |
| TOTAL COMPENSATION | $ | 64,548 |

RECONCILATION OF VALUE:

Based on the analysis of the subject property on the date of inspection, and the facts presented within this report, it is the opinion that as of November 4, 2016, the estimate of total compensation for the part to be acquired is indicated to be $64,548. No damages are assessed for the remainder as they are being purchased thru a separate offer, making the combined acquisition a whole acquisition, under two funding sources.

CERTIFICATION

I, Leonel Garza III, certify that, to the best of my knowledge and beliefs that the statement of fact contained within the report are true and correct and include the following:

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person(s) signing the certification.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

Leonel Garza, Jr. & Associates, LLC has not performed an appraisal on the subject property within the last (3) three years.

Leonel Garza III
TX – 1328375-General

## QUALIFICATION OF APPRAISER

Leonel Garza Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

### Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

### Right-of-Way Division

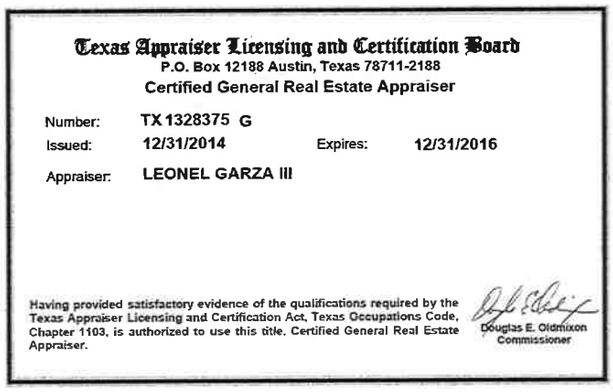
The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

### Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title. Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

### Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-Way Association (IRWA) (Member # 7899430)

## Public Service

### Hidalgo County Subdivision Advisory Board (Active Member / Chairman)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

### Hidalgo County Building Line of Adjustments (Active Member / Chairman)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

### McAllen Planning and Zoning Board (Former Member / Chairman)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

### McAllen Traffic Commission Board (Former Member & Vice Chairman)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

### McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

### McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

### McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

### McAllen Palm City Lions Club (Former Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

**AI-58394** **Precinct #2** **20. B.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

1. Authority to rescind action taken by Commissioners Court on January 10, 2017 (AI-57954) due to correction of project limits.
2. Requesting approval of Interlocal Cooperation Agreement between the City of San Juan and the County of Hidalgo, Texas, concerning certain road improvements to two portions of Sgt Trevino Road from Raul Longoria Road to Cesar Chavez Road.
3. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project concerning certain road improvements to two portions of Sgt Trevino Road from Raul Longoria Road to Cesar Chavez Road.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1200-431-00-122-133-0-841

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

**BUDGETARY IMPACT:**

Funds available as of 2/2/17.

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**Attachments**

ICA- Revised

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Erika Zamora Started On: 02/02/2017 04:47 PM

Final Approval Date: 02/02/2017

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

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

THIS Agreement is made on this the _____ day of _____, 2017, by and between the **CITY OF SAN JUAN**, **TEXAS,** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

**WHEREAS**, City and County desire to jointly undertake a road improvement project consisting of reclamation and overlay of two portions of Sgt. Trevino Road, the first portion being from Raul Longoria Road 1390 linear feet to irrigation canal approach and the second portion being from Paisano Drive to Cesar Chavez Road approximately 4003 linear feet, both portions being more particularly described on Exhibit A attached hereto (the “Road”);

**WHEREAS**, the Road forms a connecting link and integral part of the County and City road systems and the improvements to the Road are in the best interest of the County and the City;

**WHEREAS**, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.

2. County agrees to provide all labor, machinery and material necessary for reclamation and overlay of the Road.

3. County will, to the extent reasonably possible, follow the County's standard specifications in reclamation and overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the reclamation and overlay of the Road by County, the City agrees to provide the sum of Two Hundred Twenty Two Thousand Four Hundred Twenty Six and Thirteen one hundredths Dollars ($222,426.13) within five (5) days of the approval of this Agreement for the cost of the labor, machinery and materials for the reclamation and overlay of the Road. Such funds provided by City being the cost to the County of the labor, machinery and material for the reclamation and overlay of the Road.

5. Any and all other costs deemed necessary for the improvements to the Road shall be borne by the County.

6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and will complete the road improvements no later than 90 days from execution of this agreement.

7. City, pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.

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

9. **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.

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

11. **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.

12. **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<br>Attention: Mayor San Juanita Sanchez<br>709 S. Nebraska<br>San Juan, Texas 78589 |
| If to County: | County of Hidalgo<br>Attention: County Judge Ramon Garcia<br>100 E. Cano, 2nd Floor<br>Edinburg, Texas 78539 |
| With copy to: | Commissioner, Precinct 2<br>Eduardo “Eddie” Cantu<br>300 West Hall Acres, Suite G<br>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.

13. **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.

14. **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.

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

16. **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.

17. **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.

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

19. **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.

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

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

**THE CITY OF SAN JUAN**

_____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

**COUNTY OF HIDALGO**

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**APPROVAL OF**
**INTERLOCAL COOPERATION AGREEMENT**
**PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City and County desire to jointly undertake a road improvement project for the reclamation and overlay of Sgt. Trevino Road the first portion being from Raul Longoria Road 1390 linear feet to irrigation canal approach and the second portion being from Paisano Drive to Cesar Chavez Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of San Juan, Texas.

By vote on_____ 2017 the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

**ATTEST**:

_____
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

**AI-58367** **Precinct #4** **21. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** COMM. PCT. #4

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**Information**

**CAPTION**

Resolution in honor of Jaime Guerra for his 13 years of service to Hidalgo County

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

Resolution

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 03:00 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Monica Badillo Started On: 02/02/2017 02:44 PM

Final Approval Date: 02/02/2017

## RESOLUTION IN HONOR OF JAIME GUERRA FOR HIS 13 YEARS OF SERVICE

**WHEREAS**, Mr. Jaime Guerra, Parks Director for Hidalgo County Precinct 4, retired on Friday, January 27, 2017, after thirteen years of outstanding and meritorious service to the County of Hidalgo and its constituents; and

**WHEREAS**, born on January 24, 1951 in Edinburg, Mr. Guerra is a 1970 Edinburg High School graduate. Mr. Guerra is a loving husband of 40 years to wife Maria Estela Guerra and proud father to Melissa Wolff, Dr. Jennifer Guerra and Jaime Guerra II and grandfather to Sydney Wolff, Brady Wolff and Lora Juliet Rodriguez; and

**WHEREAS**, at an early age, Mr. Guerra and his brother worked every summer picking cotton as field laborers. He left home upon graduating high school and, by the age of 20, was employed as a supervisor at Western Irrigation Systems for vineyard sprinklers in California's San Joaquin Valley. After four years, he dived into the retail realm and became a store supervisor for "Economy Drive-In" where he oversaw 13 stores from 1974 through 1980. Mr. Guerra then decided to join forces as with "Express Check" convenience store from 1981 through 1987. His retail experience led him to become a self-employed businessman where he owned a convenience store known as "Jaime's Store" on 621 N. Closner in Edinburg from 1987 through 2003; and

**WHEREAS**, in 2004, Mr. Guerra was hired as a Parks Director under the supervision of the late Commissioner Oscar Garza. He continued in that position under the administration of Commissioner Joseph Palacios, who is now serving his second term in office; and

**WHEREAS**, after serving 13 years, Mr. Guerra plans to spend more time with his caring wife, children, and grandchildren. As an active golfer, he also plans to spend time playing golf as a recreational hobby.

**NOW, THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioners Court hereby supports the resolution in honor of Jaime Guerra for his dedicated and outstanding service to the County of Hidalgo and wishes him a long, healthy and fruitful retirement.

**Dated this 6th day of February 2017.**

**RAMON GARCIA**
County Judge

**DAVID L. FUENTES**
County Commissioner, Pct. 1

**EDUARDO "EDDIE" CANTU**
County Commissioner, Pct. 2

**JOE M. FLORES**
County Commissioner, Pct.3

**JOSEPH PALACIOS**
County Commissioner, Pct. 4

Attest: **ARTURO GUAJARDO, JR.**
County Clerk

**AI-58334** **Budget and Management** **22. A.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Debbie Tamez, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Salary Schedule - DA Investigation HB65

1. Approval of the following salary schedule corrections, effective 01/01/17:

| Fund | Dept./Prog. | Slot No. | 2017 Adopted Position Title | 2017 Proposed Position Title | Correction |
|---|---|---|---|---|---|
| 1223 | 080-007 | 0089 | Accounts Payable Specialist I | Accounts Payable Specialist II | Title Change |

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

**BACKGROUND**

This position has two funding sources; title was corrected on 01/10/17 (AI-57882) for the General Fund Slot No.

## 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 | 02/02/2017 01:31 PM |

| | | |
|---|---|---|
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Debbie Tamez | | Started On: 02/01/2017 04:24 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58280** **Budget and Management** **22. B. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Debbie Tamez, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Supplemental Court Guardianship (1250):
Approval of 2017 appropriation of funds in the amount of $40,000.00 to fund legal services.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1250-412-00-023-003-0-333

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

**BUDGETARY IMPACT:**

Funds available pending closing of FY2016 by the Auditor's Office; monies are to be used from the unassigned F/B.

## Attachments

Appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 02:25 PM |
| Merlen P. Munoz | Merlen P. Munoz | 01/31/2017 08:53 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Debbie Tamez | | Started On: 01/30/2017 02:10 PM |
| Final Approval Date: 02/02/2017 | | |

**DATE:** February 6, 2017

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**2017**
**Appropriation**

**AI# 58280**

**DEPARTMENT NAME:** Department of Budget & Management for Supplemental Court Guardianship

**ACCOUNT NUMBER:** 7-1250-412-00-023-003-0-XXX

**Contact Person:** Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

**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 |
|---|---|---|
| 7-1250-412-00-023-003-0-333 | SUPPL CRT GRDNSHP- Legal Services | 40,000.00 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | **40,000.00** |

**REASON:** Appropriation of funds; monies are to be used from the unassigned F/B.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-58248** **Budget and Management** **22. B. 2.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Courthouse Security Fund (1241):
Approval of 2017 appropriation of funds for the Courthouse Security (1241) in the amount of $2,000.00 to fund general supplies expenditures.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1241-421-23-125-032-0-610

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

**BUDGETARY IMPACT:**

funds available in the unassigned f/b as of 2-1-17, pending year-end closing.

## Attachments

appropriation
Fund 1241 Balance Sheet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 02:33 PM |
| Ivan Cantu | Ivan Cantu | 02/01/2017 11:15 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/26/2017 04:00 PM |
| Final Approval Date: 02/02/2017 | | |

**DATE:** January 26, 2017

**2017**
**Appropriation**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** COURTHOUSE SECURITY FUND

**ACCOUNT NUMBER:** 7-1241-421-23-125-032-0-XXX

**Contact Person:** M.Badillo **Ph#** 5602

**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 |
|---|---|---|
| | | |
| 7-1241-421-23-125-032-0-610 | COURTHOUSE SECURITY - GENERAL SUPPLIES | 2,000.00 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | $ 2,000.00 |

REASON: To appropriate funds for needed expenses at Courthouse. Fund balance acct. 7-1241-270-00-000-000-0-000

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

| Account No/Description | | Beginning Balance | Current Balance | YTD Balance | Ending Balance |
|---|---|---|---|---|---|
| **Fund 1241** | **COURTHOUSE SECURITY** | | | | |
| 6-1241-101-00-000-000-0-000 | CRTHSE SECURITY-CASH | 47,897.92 | -133.12 | 58,273.37 | 106,171.29 |
| 6-1241-103-00-000-000-0-000 | CRTHSE SECURITY-TIME DEPOSITS | .00 | .00 | .00 | .00 |
| 6-1241-103-10-000-000-0-000 | CRTHSE SECURITY-TIME DEP/FLEXICASH | .00 | .00 | .00 | .00 |
| 6-1241-104-00-000-000-0-000 | COURTHOUSE SECURTIY-INTEREST RECEIVABL | .00 | .00 | .00 | .00 |
| 6-1241-115-00-000-000-0-000 | CRTHSE SECURITY-ACCOUNTS RECEIVABLE | .00 | .00 | .00 | .00 |
| 6-1241-130-01-000-100-0-000 | DUE FROM/TO GENERAL FUND | 73,961.14 | 68,961.21 | -4,999.93 | 68,961.21 |
| 6-1241-130-01-000-224-0-000 | DUE FROM/TO DRUG ABUSE PREV/REHAB | .00 | .00 | .00 | .00 |
| 6-1241-130-01-000-246-0-000 | DUE FROM/TO TAC SP VEH INV | .00 | .00 | .00 | .00 |
| 6-1241-130-01-000-284-0-000 | DUE FROM/TO GRANTS LVL 4 | .00 | .00 | .00 | .00 |
| 6-1241-130-03-000-401-0-000 | DUE FROM/TO CLEARING FUND | .00 | .00 | .00 | .00 |
| 6-1241-130-03-000-402-0-000 | DUE FROM/TO PAYROLL FUND | .00 | .00 | .00 | .00 |
| | **Total Assets** | **121,859.06** | **68,828.09** | **53,273.44** | **175,132.50** |

| Account No/Description | | Beginning Balance | Current Balance | YTD Balance | Ending Balance |
|---|---|---|---|---|---|
| **Fund 1241** | **COURTHOUSE SECURITY** | | | | |
| 6-1241-201-00-000-000-0-000 | CRTHSE SECURITY-ACCR SAL,WAGES & BENEF | 42,071.87 | 51,988.39 | 9,916.52 | 51,988.39 |
| 6-1241-202-00-000-000-0-000 | CRTHSE SECURITY-ACCOUNTS PAYABLE | 705.47 | .00 | -705.47 | .00 |
| | **Total Liabilities** | **42,777.34** | **51,988.39** | **9,211.05** | **51,988.39** |
| 6-1241-270-00-000-000-0-000 | CRTHSE SECURITY-BUDGETED FUND BALANCE | .00 | .00 | -174.67 | -174.67 |
| 6-1241-258-00-000-000-0-000 | CRTHSE SECURITY-UNASSIGNED FUND BALANC | 79,081.72 | .00 | .00 | 79,081.72 |
| | **Total Equity** | **79,081.72** | **.00** | **-174.67** | **78,907.05** |
| 6-1241-275-00-000-000-0-000 | CRTHSE SECURITY-ESTIMATED REVENUES | .00 | -675.90 | -928,691.03 | -928,691.03 |
| 6-1241-276-00-000-000-0-000 | CRTHSE SECURITY-REVENUE CONTROL | .00 | 68,961.21 | 972,712.12 | 972,712.12 |
| 6-1241-271-00-000-000-0-000 | CRTHSE SECURITY-APPROPRIATIONS | .00 | 675.90 | 928,865.70 | 928,865.70 |
| 6-1241-272-00-000-000-0-000 | CRTHSE SECURITY-EXPENDITURE CONTROL | .00 | -52,121.51 | -928,649.73 | -928,649.73 |
| 6-1241-273-00-000-000-0-000 | CRTHSE SECURITY-ENCUMBRANCE CONTROL | .00 | 60.95 | -215.97 | -215.97 |
| 6-1241-274-00-000-000-0-000 | CRTHSE SECURITY-RESERVED FOR ENCUMBRAN | .00 | -60.95 | 215.97 | 215.97 |
| | **Total Controls** | **.00** | **16,839.70** | **44,237.06** | **44,237.06** |
| | **Total Equity and Controls** | **79,081.72** | **16,839.70** | **44,062.39** | **123,144.11** |
| | **Total Liabilities, Equity and Controls** | **121,859.06** | **68,828.09** | **53,273.44** | **175,132.50** |
| | **Total Other Sources/Uses** | **.00** | **.00** | **.00** | **.00** |

*Fund is in Balance .00

**AI-58332** **Budget and Management** **22. B. 3.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Pct 4 (1345/1315):
Approval of 2017 appropriation of funds into various CO2014-Pct 4 accounts in the total amount of $418,935.33 with interfund to TXDOT Pct 4 10th St Project (1315), program 030, to fund anticipated expenditures.

**BACKGROUND**

Total Appropriation: $418,935.33
Total Interfund: $117,940.84 to fund AI-58295

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-13XX-431-00-124-XXX-0-XXX

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

**BUDGETARY IMPACT:**

Funds available pending closing of FY16 by the Auditor's Office.

## Attachments

Appropriation/interfund

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Merlen P. Munoz (Originator) | Merlen P. Munoz | 02/02/2017 10:44 AM |
| Budget & Management | Veronica Ortiz | 02/02/2017 10:56 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Merlen P. Munoz | | Started On: 02/01/2017 03:16 PM |
| Final Approval Date: 02/02/2017 | | |

**DATE:** February 6, 2017

**2017**
**Appropriation**
**AI-58332**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for **Pct 4 CO2014/TXDOT**

**ACCOUNT NUMBER:** 7-13XX-431-00-124-XXX-0-XXX

**Contact Person:** Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 7-1345-431-00-124-029-0- | 751 | CO2014-Pct 4 | Machinery & Equip | 300,994.49 |
| | | | | |
| **7-1345-491-01-000-315-0-** | **891** | **TRANSFER OUT** | **TXDOT** | **117,940.84** |
| **7-1315-391-01-000-345-0-** | **000** | **TRANSFER IN** | **CO2014** | **117,940.84** |
| 7-1315-431-00-124-030-0- | 721 | TXDOT PCT 4 10TH ST (SH107-FM1925) | Roads | 117,940.84 |
| | | | | |
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| | | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | | **418,935.33** |

**REASON:** Appropriate funding for anticipated expenditures for Pct 4 Machinery & Equipment as well as appropriate/interfund transfer to fund WA#2 SA#4 for the TXDOT Pct 4 10th St Project (AI-58295). Monies from the unassigned fund balance under Fund 1345.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

**AI-58013** **Purchasing Department** **23. A. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of sole bid received from a responsible vendor submitting the lowest and best bid [while meeting all specifications and/or requirements] for the purpose to award & approval of contract document for project titled: "Tire Disposal Services" through RFB No.: 2016-287-12-07-SMA.

**BACKGROUND**

1. Award to: Texas Land Reclamation LLC, d/b/a UTW Tire Collection Services 2. Current contract expires: February 18, 2017 3. New contract commences" February 19, 2017 4. Contract document was reviewed and approved by Legal Counsel, as to form.

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-4XX-00-XXX-001-0-421

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

**BUDGETARY IMPACT:**

Funds available as of 2/2/17 for the following:
Sheriff's Office (280-001)
Pct 1 Sanitation (121-001)
Pct 2 Sanitation (122-001)
Pct 3 Sanitation (123-001)

## Attachments

form 1295
Contract Document/Legal Approval
Recommendations
Tabulation
Participation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/01/2017 05:13 PM |
| Budget & Management | Veronica Ortiz | 02/02/2017 08:51 AM |

| | | |
|---|---|---|
| Merlen P. Munoz | Merlen P. Munoz | 02/02/2017 03:12 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Sandy Suarez | | Started On: 01/09/2017 08:46 AM |
| Final Approval Date: 02/02/2017 | | |

# 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:**
2017-149828

**Date Filed:**
01/03/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Texas Land Reclamation, LLC dba UTW Tire Collection Services
Donna, 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.**
2016-287-12-07-SMA
Tire Disposal Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**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.

SANDRA A BORJAS
Notary ID # 130739717
My Commission Expires
July 14, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Penelope De La Garza, this the 3rd day of January, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Sandra A Borjas — Printed name of officer administering oath | Notary Public — 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:**
2017-149828

**Date Filed:**
01/03/2017

**Date Acknowledged:**
01/05/2017

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

Texas Land Reclamation, LLC dba UTW Tire Collection Services
Donna, 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.**

2016-287-12-07-SMA
Tire Disposal Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**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** **darlene.betancourt@co.hidalgo.tx.us**

---

**RE: Re: Review of Draft Contract-Award-Tire Disposal Services**

---

**From :** Steve Crain <scrain@atlashall.com> Tue, Jan 31, 2017 12:23 PM
**Subject :** RE: Re: Review of Draft Contract-Award-Tire Disposal Services
**To :** 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

The draft contract is OK.

---

**From:** Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
**Sent:** Tuesday, January 31, 2017 11:32 AM
**To:** Steve Crain <scrain@atlashall.com>
**Cc:** Martha L. Salazar <martha.salazar@co.hidalgo.tx.us>
**Subject:** Fwd: Re: Review of Draft Contract-Award-Tire Disposal Services

Good Morning Mr. Crain,

Attached you will find various documents, including "draft contract" for the above-referenced project "Tire Disposal Services" Hidalgo County for your review & approval.

Thank you

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

----- Forwarded Message -----
From: Martha Salazar
<martha.salazar@co.hidalgo.tx.us>

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To: Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Cc: Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
Sent: Tue, 31 Jan 2017 11:21:22 -0600 (CST)
Subject: Re: Review of Draft Contract-Award-Tire Disposal Services

Great new, let's proceed.
Marty

---

**From:** "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
**To:** "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
**Cc:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**Sent:** Tuesday, January 31, 2017 11:07:31 AM
**Subject:** Fwd: RE: Review of Draft Contract-Award-Tire Disposal Services

Ms. Marty,

Be advised, UTW dba Texas Land Reclamation has complied with the auto insurance as requested regarding "Tire Disposal Services"Hidalgo County, therefore, the draft contract requires review and approval by Mr. Crain in order to proceed to place agenda item for approval of award and contract.

Thank you

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

----- Forwarded Message -----
From: Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
To: Steve Crain <scrain@atlashall.com>
Cc: Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
Sent: Fri, 13 Jan 2017 10:32:39 -0600 (CST)
Subject: RE: Review of Draft Contract-Award-Tire Disposal Services

Mr. Crain,

Attached you will find the draft contract in its entirety for your review & approval. Additionally, the potential low bidder will NOT be entering county premises at any time. The county delivers all tires to their collection site.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

Edinburg, TX. 78541
956-292-7000 x-4852

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>
Sent: Fri, 13 Jan 2017 09:39:30 -0600 (CST)
Subject: RE: Review of Draft Contract-Award-Tire Disposal Services

Autos are not scheduled on the insurance certificate. Where are the other exhibits?

---

**From:** Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
**Sent:** Friday, January 13, 2017 9:11 AM
**To:** Steve Crain <scrain@atlashall.com>
**Cc:** Sandra.montalvo@co.hidalgo.tx.us
**Subject:** Fwd: Review of Draft Contract-Award-Tire Disposal Services

Good Morning Mr. Crain,

Attached you will find draft contract (completed), along with certificates of insurances for your review & approval as to form.

Thank you in advance.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

----- Forwarded Message -----
From: Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
To: Steve Crain <scrain@atlashall.com>
Cc: Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
Sent: Thu, 12 Jan 2017 10:38:37 -0600 (CST)
Subject: Review of Draft Contract-Award-Tire Disposal Services

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Good Morning Mr. Crain,

Attached for your review, you will find a draft contract, which will be on the agenda week, January 24th, for award of bid award & contract.

I have included the potential low bidders bid page & certificates of insurance

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

---

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-16-287-02-06**

**THIS CONTRACT is made and entered into this 6th day of February, 2017 by and between the COUNTY OF HIDALGO, TEXAS** ("County"), and **Texas Land Reclamation LLC, dba UTW Tire Collection Services**"(Company").

WHEREAS, Company responded to advertised notices for bids for **"Tire Disposal Services",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to



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any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **February 19, 2017** and ending on **February 18, 2018.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year under same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In the event Hidalgo County has not obtained another service contract y the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-to-month basis until such time as a new contract is awarded.

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.



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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



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connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | **The County of Hidalgo**<br>**Attn: County Judge**<br>**302 W. University Drive**<br>**Edinburg, Texas 78539** |
| If to Company: | **Texas Land Reclamation, LLC**<br>**dba UTW Tire Collection Services**<br>**PO Box 1236**<br>**Donna, Texas 78537** |

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.



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14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This 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.

17. 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.

18. Commitment of Current Revenues Only**.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this 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).

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by



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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.

20. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or 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.



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WITNESS our hands in duplicate originals this_____ day of _____, 20____.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY: Texas Land Reclamation LLC dba UTW Tire Collection Services**

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____



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# EXHIBIT "A"
# REQUEST FOR BIDS (RFB)
# PROCURMENT PACKET



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Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

November 21, 2016

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids -**"TIRE DISPOSAL SERVICES"**
**RFB Bid No: 2016-286-12-07-SMA**

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet**. Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

# HIDALGO COUNTY PURCHASING OFFICE
## 2812 S. Business Highway 281
## Administration Building
## Edinburg, Texas 78539
## (956) 318-2626/ Fax: (956) 292-7612


## TABLE OF CONTENTS
## REQUEST FOR BIDS (RFB)
## HIDALGO COUNTY
## (all funding sources, programs & entities)
## "TIRE DISPOSAL SERVICES"
## RFB NO: 2016-287-12-07-SMA


| ITEM | DESCRIPTION | NO. OF PAGES |
|---|---|---|
| 1. | Request For Bid Letter | 1 |
| 2. | Request for Bid, Legal Notice | 8 |
| 3. | Exhibit A, Specifications | 7 |
| 4. | Exhibit B, Bid Page | 2 |
| 5. | Exhibit C, Insurance Requirements | 4 |
| 6. | Exhibit D, (CIQ) Conflict of Interest Questionnaire | 2 |
| 7. | Exhibit E, Vendor/Bidder Application and W-9 form(s) | 6 |
| 8. | Exhibit F, Certification Regarding Debarment | 1 |
| 9. | Exhibit G, Title VI Appendices "A" through "E" | 5 |
| 10. | Draft Contract | 9 |
| 11. | RFB Submittal Checklist | 1 |


The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

November 21, 2016
Date

Revised 09/13/16

# LEGAL NOTICE

## REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

# REQUEST FOR BIDS

## HIDALGO COUNTY
## (all funding sources, programs & entities)
## "TIRE DISPOSAL SERVICES"

## BID OPENING DATE

**DECEMBER 07, 2016**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - 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 (all funding sources, programs & entities) - "TIRE DISPOSAL 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 and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-287-12-07-SMA "HIDALGO COUNTY (all funding sources, programs & entities) - TIRE DISPOSAL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, DECEMBER 07, 2016. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY (all funding sources, programs & entities) -RFB NO.: 2016-287-12-07-SMA -"TIRE DISPOSAL SERVICES"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (See page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole

discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

      Hidalgo County Purchasing Department
      Martha L. Salazar, Purchasing Agent
      (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
      a) Name and address of successful bidder
      b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - "HIDALGO COUNTY -RFB NO.: 2016-287-12-07-SMA "**TIRE DEPOSAL SERVICES"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.
. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

| | |
|---|---|
| Bid Opening, 9:30 A.M. | December 07, 2016 |
| Award of Contract | _____, 2016 |
| Commence Work or Deliver Products | _____, 2016 |

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. 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. (2016-287), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS 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**
**(all funding sources, programs & entities)**
**"TIRE DISPOSAL SERVICES"**
**BID NO.: 2016-287-12-07-SMA**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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

## REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

**EXHIBIT "A"**
**Specifications/Requirements**
**Hidalgo County**
***"Tire Disposal Services"***
***Bid No. 2016-287-12-07-SMA***

## 1) OVERVIEW:

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide Tire Disposal Service with a state-registered/approved facility for Hidalgo County on an as needed basis. All services shall be provided in accordance with the specifications contained herein.

## 2) SCOPE

Hidalgo County disposes of scrap tires from its operations and from collection of tires illegally disposed of on its right of ways and easements. The majority of these scrap tires are from illegal disposal of tires. County sanitation crews collect these tires daily and the county disposes of them in an authorized manner using TCEQ authorized vendors.

These specifications govern the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's eight (8)locations. Vendors will provide pricing for tire transport and disposal based on accepting tires in 53 foot long box trailer and/or 30 yard containers. Pricing per tire based on sizes is inappropriate since the majority of tires disposed of by the county are generated from cleanup of tires disposed illegally on county right of ways. These tires can vary from passenger vehicle tires to large transportation vehicle/agricultural/off road vehicle tires.

## 3) APPLICABLE LAWS AND STANDARDS:

Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies including, but not limited to:

3.1 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 328, Subchapter F, Management of Used or Scrap Tires.

3.2 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 330, Municipal Solid Waste.

3.3 Texas Health & Safety Code, Chapter 361, Solid Waste Disposal Act.

## 4) VENDOR QUALIFICATIONS: The Vendor shall be:

4.1. An established company engaged in the business of transporting used tires and scrap rubber tire pieces for a minimum of two years within the last three years, handling at a minimum each year 10,000 STU, each equal to 20 pounds of tire material

4.2. Registered by the TCEQ as a Scrap Tire Transporter and shall provide registration documents

4.3 Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. Hidalgo County reserves the right to request a copy of the Vendor's audited or un-audited financial statement

When financial statements are requested, Hidalgo County will review the Vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. Hidalgo County will be the sole judge in determining the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

4.3.1. Balance sheets.
4.3.2. Net working capital.
4.3.3. Current asset ratio.
4.3.4. Liquidity ratio.
4.3.5. Auditor(s) notes.
4.3.6. Any notes to the financial statements.

**5) VENDOR REQUIREMENTS**: The vendor shall:

5.1. Adhere to the Hidalgo County Terms and Conditions identified on the solicitation.

5.2. Provide a designated POC for Hidalgo County to contact for all service requirements.

5.3. Provide all labor, equipment, materials and supplies required to perform the service requirements.

5.4. Obtain, maintain and comply with all federal and local licenses and permits, regulations or ordinances required for the disposition or recycling of scrap tires and tire pieces.

5.5. Comply with TCEQ's Scrap Tire Management of Used or Scrap Tire Regulations contained in TAC 30, Part 1,Chapter 328, Subchapter F, which includes as a minimum the following:

5.5.1. A vehicle used for transporting scrap tires, including trailers, shall be operated safely and marked on both sides and the rear using numbers and letters at least two-inches tall. The identification shall include the name and location of the business and the TCEQ registration number (Ref. Section 328.54(d)).

5.5.2. Vendor shall maintain records using a manifest system as required in 328.58 and notify the generator of any changes to a manifest (Ref. Section 328.57(c)(2)(4)).

5.5.3. Vendor is required to submit an annual report of the manifest information to the TCEQ. This annual report lists the number of tires collected from each generator and the number of tires delivered to each authorized facility (Ref. Section 328.57(e)).

5.5.4. Vendor shall not stockpile more than 500 scrap tires. Tires shall be hauled to an authorized facility such as a permitted landfill or a registered scrap tire facility (Ref. Section 328.57(c)(3)).

5.6. Ensure that used or scrap tires or tire pieces are transported to a TCEQ permitted landfill or an authorized scraptire facility in accordance with TAC 30, Part 1, Chapter 328.54(c), Subchapter F.

5.6.1. Landfills are permitted by TCEQ to accept only split, quartered, or shredded tires for disposal. No whole tires are allowed to be landfilled except for off-the-road tires used on heavy equipment. Any permitted municipal solid waste landfill site may store or process whole tires or tire pieces. Storage or processing activities shall be specified in a landfill's permit. A separate permit is not required within the permit boundary at a municipal solid waste landfill site

5.6.2. Scrap Tire Facilities are processing operations that shred, bale, recycle or recover energy from scrap tires. Scrap tire facilities shall complete and sign an application to register with the TCEQ and submit an annual report. Scrap tire facilities that store more than 500 tires shall also register as a storage site

5.7. Submit current copies of required licenses, registrations and permits to Hidalgo County for the duration of the purchase order. The vendor shall maintain each license, registration and permit as Hidalgo County may at anytime during the contract period request a current copy of a license, registration or permit.

5.8. Not charge Hidalgo County for disposal fees, weight measurements, or installation, removal, maintenance, theft or use of storage receptacles. Disposal fees are negotiated between vendor and authorized facilities.

**6) SERVICE REQUIREMENTS/SPECIFICATIONS**: The vendor shall:

6.1. Provide and maintain storage receptacles of the type and size necessary to meet the service requirements for the Hidalgo County locations designated by Hidalgo County Precincts.

6.2. Complete each service request within 14 calendar days from date of verbal and/or written notification for pick-up, unless otherwise mutually agreed upon.

6.3. Remove storage receptacles from specified locations within seven (7) calendar days after notification in writing by Hidalgo County for cancellation of service at the specified location(s).

6.4. Remove whole tires from rims if required by Hidalgo County

6.5.Load scrap tires and tire pieces from stockpiles into vendor's own transport containers or vehicles at locations where Hidalgo County has not requested storage receptacles, removing all water from the inside tire casings and pieces prior to loading.

***VENDOR NOTE:*** **Hidalgo County will not provide personnel or equipment to load tires where the vendor has not provided a storage receptacle.**

6.6. Transport all scrap tires to a TCEQ permitted landfill or an authorized scrap tire facility.

6.7. Provide to Hidalgo County the Manifest so that Hidalgo County can maintain a record of each individual load of used or scrap tires or tire pieces hauled off from their business location. The vendor shall complete the manifest including the number and type of scrap tires removed from the Hidalgo County location and delivered and the locations of any whole used or scrap tires removed from the load and delivered. The vendor shall maintain a manifest record of each individual collection and delivery. The vendor shall sign the manifest acknowledging that the information on the manifest if true and correct (Ref. Section 328.58(b)).

6.8. Make sure the authorized facility accepting the delivery of the used or scrap tires or tire pieces complete the information on the manifest pertaining to the authorized facility identification and number or weight of tires or tire pieces accepted for delivery. A representative of the authorized facility shall sign the manifest acknowledging that the information on the manifest is true and correct (Ref. Section 328.58(c)).

6.9 Ensure that Hidalgo County receives the completed manifest within 60 days after the scrap tire or tire pieces were transported off-site (Ref. Section 328.58(d)). Each county department or precinct shall receive the final copy of the manifest.

**7) MEASUREMENT OF SCRAP MATERIALS (and/or by weight)**

7.1. When requested by Hidalgo County, report the number of whole passenger, truck, and oversized tires picked up.

7.2. When requested by Hidalgo County report the net weight of the material removed as determined by deducting the tare weight from the gross weight.

7.2.1. Gross weight is the total weight of transport vehicle, with all its equipment, all passengers and driver, and the material payload and its containers.

7.2.2. Tare weight is the total weight of the empty transport vehicle including all equipment, empty containers, and all passengers and driver.

7.3. Weight measurements shall be conducted at the vendor's expense on a public scale bearing a current and valid Texas Department of Agriculture Weights and Measure approval seal. Hidalgo County will not reimburse vendor(s) for this cost.

7.4. Hidalgo County reserves the option to have the weight measurement be conducted in the presence of a designated Hidalgo County representative.

**8) SAFETY:** The vendor shall provide their personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing hard hats, safety shoes, goggles, etc.

**9) RESPONSIBILITIES:** Hidalgo County will:

9.1 Provide a designated Martin Ramirez, Environmental Compliance Coordinator as Point of Contact. Each county department or precinct will also provide a name of the point of contact at their facility for vendor.

9.2 Deliver scrap tires and tire pieces to vendor if vendor's facility is located within Hidalgo County using county owned containers or provide space for vendor supplied collection container at county facilities

9.3. Request service only when vendor provided storage receptacles are projected to be full.

9.4. Separate non-rubber materials from scrap rubber stockpiles.

9.5. Complete the Generator section of a manifest for each load.

**10) INVOICING INSTRUCTIONS**: The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original and one copy of the invoice shall be mailed to the address shown on the purchase order and shall include the following:

10.1. Purchase order number.
10.2. Vendor EIN.
10.3. Date, time and location of each service.
10.4. Address for location of service.
10.5. Documentation for each load shall include either the number of tires by size category or the following:
  10.5.1. Copies of certified weight ticket(s).
  10.5.2. Gross weight of loaded vehicle.
  10.5.3. Net weight of scrap tires and tire pieces payload.
  10.5.4. Destination where material was unloaded.
10.6. A completed Manifest.
10.7. Invoices must be submitted to each department.
10.8. Invoice prices shall correspond to the unit prices as bid.

**11) POST AWARD MEETING:** Vendor(s) may be required to attend a post award meeting with Hidalgo County within ten calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the service contract document and to discuss specific service requirements/specifications

**12)** Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

**13) BID AWARD:**

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

**14) INSURANCE:**

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance requirements. Refer to Exhibit "C" for specific insurance requirements.

**15) PERFORMANCE OF CONTRACT**

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award

**16) SUBCONTRACTOR:**

Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

**17) TERM OF CONTRACT**

17.1 Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions.

17.2 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 delays in award of new bid for next contract term.

17.3 In the event Hidalgo County has not obtained another service contract by the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-month basis until such time as a new contract is awarded.

**18) TERMS AND CONDITIONS OF SERVICE:**

1. Removal services shall be on an "as needed basis". The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's eight (8) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. vendor shall complete each service request within fourteen (14) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior

approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request for Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

2. Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

3. The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

4. Hidalgo County Precincts 1, 2, 4 and Sheriff's Office will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).

    a) Mondays-Precinct No. 1
    b) Wednesdays-Precinct No. 2
    c) Fridays-Precinct No. 4
    d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.

5. The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

    a) The department(s) may notify your office;
    b) Vendor may check with the respective department(s); or
    c) Vendor's driver(s) can verify the need during their route.

## 19) LOCATIONS OF COLLECTION SITES

Hidalgo County currently has a total of EIGHT (8) Tire Collection sites. The following are the physical directions to said sites:

1. **PRECINCT NO. 1**:
    a) Mercedes - 3 miles South on Mile 1 East off Business 83.
    b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
    c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
    d) Monte Collection Site- – FM 88 & MILE 20 on MILE 5 1/2

2. **PRECINCT- NO. 2**:
    a) 1 Mile East of South Tower Rd. on El Gato Rd.

3. **PRECINCT –NO. 3:**
   a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.

4. **PRECINCT- NO. 4:**
   **a)** Edinburg - Doolittle Road North of East Richardson Blvd.

5. **SHERIFF'S OFFICE**
   **a) Edinburg-Motorpool-711 Cibolo Road**

## 20. ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY

***REQUEST FOR CLARIFICATIONS:***

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (Administration Bldg), 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, *Monday, November 28, 2016 by 5:00 p.m.***
**Responses to said inquiries will be sent to all applicants via facsimile by no later than *Wednesday , November 30, 2016 by 5:00 p.m.***

# EXHIBIT "B"

## Bid Page

## REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

# EXHIBIT "B"

BID PAGE

**Hidalgo County**

***'Tire Disposal Services"***

**Bid No.2016-287-12-07-SMA**

| TRANSFER OF TIRES | PRICING |
|---|---|
| **53' Box Trailer equivalent with loading services** | |
| **County delivers 30 yard container to vendors facility within Hidalgo County** | |

Comments:_____

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements

## REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ 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**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ 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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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
## (CIQ Form)

## REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# EXHIBIT "E"

Vendor's Application

&

W-9 Form

REQUEST FOR BIDS

Hidalgo County

(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or 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**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**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)**<br>**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**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):**<br>**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 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# EXHIBIT "F"

## Certification of Regarding Debarment

REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "G"

## Title VI Appendices
## (A-E)

Hidalgo County
(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

# 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).

# Draft Service Contract

## REQUEST FOR BIDS
Hidalgo County
(all funding sources, programs & entities)

"Tire Disposal Services"

RFB No.: 2016-287-12-07-SMA

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
C-16-287-00-00

**THIS CONTRACT is made and entered into this _____Day of _____, 20___ by and between the COUNTY OF HIDALGO, TEXAS** ("County"), and _____"Company").

WHEREAS, Company responded to advertised notices for bids for **"Tire Disposal Services",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

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term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **20**____ and ending on _____, **20**___. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year under same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In the event Hidalgo County has not obtained another service contract y the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-to-month basis until such time as a new contract is awarded.

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

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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.

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10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**302 W. University Drive**
**Edinburg, Texas 78539**

If to Company: _____
_____
_____

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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written

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notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this 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).

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

DRAFT

20. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or 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_____, 20_____.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

DRAFT

# EXHIBIT "A"
# REQUEST FOR BIDS (RFB)
# PROCURMENT PACKET

DRAFT

# EXHIBIT "B"
# VENDOR'S BID

DRAFT

# EXHIBIT "C"
# INSURANCE REQUIREMENTS

DRAFT

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

**REQUEST FOR BIDS**
***"TIRE DISPOSAL SERVICES"***

***RFB No.: 2016-287-12-07-SMA***

# RFB SUBMITTAL CHECK LIST

**All forms listed below must be included in the RFB response.**

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D" -CIQ Form – Co. 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).

# EXHIBIT "B"
# VENDOR'S BID



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# EXHIBIT "B"

BID PAGE

**Hidalgo County**

***'Tire Disposal Services"***

**Bid No.2016-287-12-07-SMA**

| TRANSFER OF TIRES | PRICING |
|---|---|
| **53' Box Trailer equivalent with loading services** | 1,798.00 |
| **County delivers 30 yard container to vendors facility within Hidalgo County** | 248.00 |

Comments: Please see Exhibit B attachment 1 and 2 for additional bid pricing

OPENED
10:00 12-7-16
Witnessed

YR

TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 1236
Donna, TX 78537
PHONE: 956-723-8484

EXHIBIT B

ATTACHMENT 1 of 2

An additional service fee of $75.00 will be added to any invoice for a 30-yard container load received at our facility, delivered by the county which is over struck load capacity. The struck load capacity of a container is rated on the inside physical dimensions of the container only. We have included a photograph of a 30-yard container filled to struck load capacity for reference.

# 30 yard Container Struck Load

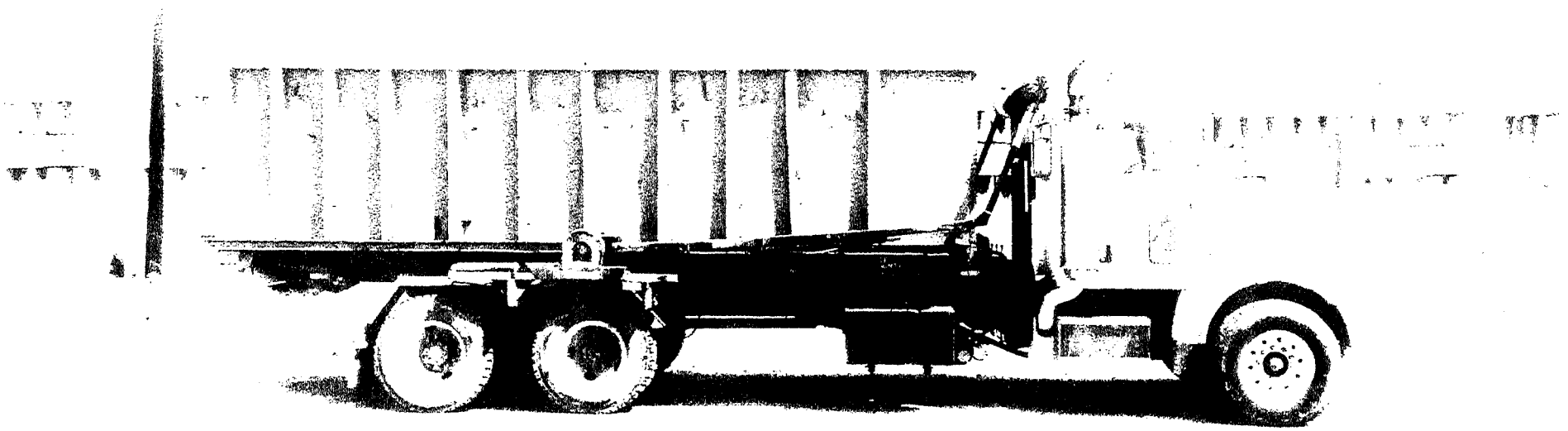

Exhibit B
Attachment 1 of 2

TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 1236
Donna, TX 78537
PHONE: 956-723-8484

EXHIBIT B

ATTACHMENT 2 of 2

Open Top Semi Trailer Option

*Best Value*

We will furnish our **60-cubic yard Open Top Semi trailer** for a price of $795.00 per trailer load of mixed scrap tires. This trailer is mechanically top loaded by a Hidalgo County backhoe or front end loader for added safety and convenience. Our truck will arrive at a scheduled time and leave immediately after loading. Average loading time is approximately 20 minutes. This option eliminates hauling of scrap tires utilizing Hidalgo County's roll-off trucks significantly reducing your trucking resources and liability.

Please call if you would like further information regarding this service option.

## 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: Texas Land Reclamation LLC
DBA UTW Tire Collection Services

ADDRESS: P.O. Box 1236

CITY/STATE/ZIP CODE: Donna, Texas 78537

PHONE & FAX NO'S: (956) 773-8484

CELLULAR NO: (956) 285-9608

E-MAIL ADDRESS: UTWtirepennie@gmail.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Penelope De la Garza

TITLE Vice president

# EXHIBIT "C"
# INSURANCE REQUIREMENTS



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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2016

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: Ruby Kemp |
|---|---|
| Agents Alliance Services, Ltd<br>Takoda Insurance Services, LLC<br>4400 Buffalo Gap Rd, Ste 2600<br>Abilene TX 79606 | PHONE (A/C, No, Ext): (325) 695-9999 FAX (A/C, No): (325) 695-9998<br>E-MAIL ADDRESS: rubykemp@TaKodainsurance.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hallmark Specialty Inc. Co. | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
UTW Transportation, LLC
P. O. Box 126
Donna TX 78537

**COVERAGES** **CERTIFICATE NUMBER:** 16.17 10 day NOC **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: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS | | | A42510166-00 | 7/24/2016 | 7/24/2017 | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP-Basic | $ 2500 |
| | [ ] 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 | | | | | | 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Auto Liability coverage includes a specific Additional Insured endorsement for the Hidalgo County, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

**CERTIFICATE HOLDER**

Hidalgo County
28125 Bushwy 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

Brendan Messenger/RJK

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ACORD

# CERTIFICATE OF LIABILITY INSURANCE

UTWTI-1 OP ID: DG

DATE(MM/DD/YYYY) 07/22/2016

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
GSM Insurors
GSM Insurors Svcs of So Texas
P. O. Box 1478
Rockport, TX 78381
Glass Sorenson & McDavid Inc

CONTACT NAME: John McDavid/Steve Trautmann
PHONE (A/C, No, Ext): 361-729-5414 FAX (A/C, No): 361-729-3817
E-MAIL ADDRESS: steve@srtrautmanninsurance.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Nautilus Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
UTW Tire Collection Services
Texas Land Reclamation, LLC db
PO Box 1236
Donna, TX 78537

**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 | | | | | | | |
| A | X COMMERCIAL GENERAL LIABILITY | | | BN962349 | 07/16/2016 | 07/16/2017 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | | |
| | ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | $ |
| | | | | | | | | $ |
| | 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)

**CERTIFICATE HOLDER**

HIDAEDI

Hidalgo County
2812 S. Hwy 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
Glass Sorenson & McDavid Inc

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# BUSINESS AUTO COVERAGE FORM DECLARATION

| POLICY NUMBER | DECL. N |
|---|---|
| 21943248 | 17 |

TEXAS FARM BUREAU INSURANCE®

FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
PO BOX 2689 . WACO TX 76702-2689

74 245 31084
PAGE 1 OF 2

CALL YOUR AGENT AC 956 689-2113 FOR AUTO-FIRE-LIFE-HEALTH INSURANCE

HE DECLARATIONS OF THIS POLICY INDICATED HEREIN ARE SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND EPLACE ALL PREVIOUSLY ISSUED DECLARATIONS AND SHOULD BE ATTACHED TO AND BECOME A PERMANENT PART OF YOUR POLICY I RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE HE INSURANCE AS STATED IN THIS POLICY.

FOR POLICYHOLDER INFORMATION, VISIT US AT WWW.TXFB-INS.COM

**TEM ONE** Named Insured and Address

245 31084 21943248 I
TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
PO BOX 1236
DONNA TX 78537-1236

FORM OF BUSINESS: CORPORATION
POLICY PERIOD:
From 09/17/2016 To 03/17/2017
12:01 A.M. standard time at the address of the named insured as stated her

**TEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge or XXXX is shown in the premium column below. Each of these coverages will apply only to those autos shown as covere autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

| COVERAGES | COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage form shows which autos are covered autos) | LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS | PREMIUM |
|---|---|---|---|
| .IABILITY<br>COMBINED LIABILITY | 7,8,9 | $1,000,000 EACH ACCIDENT | $ 1,866 |
| ?ERSONAL INJURY PROTECTION | See Endorsement TE0401C | $ 10,000 | $ 48 |
| \UTO MEDICAL PAYMENTS | | | |
| JNINSURED/UNDERINSURED MOTORISTS COMBINED LIABILITY | See Endorsement TE0409D | $1,000,000 EACH ACCIDENT | $ 183 |
| PHYSICAL DAMAGE — COMPREHENSIVE COVERAGE | 7 | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS — SEE SCHEDULE DED. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING | $ 271 |
| PHYSICAL DAMAGE — SPECIFIED CAUSES OF LOSS COVERAGE | | $25 Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM | |
| PHYSICAL DAMAGE — COLLISION COVERAGE | 7 | SEE SCHEDULE DED. FOR EACH COVERED AUTO SEE ITEM ENDR. FOR HIRED OR BORROWED AUTO | $ 675 |
| PHYSICAL DAMAGE — TOWING AND LABOR | | $ for each disablement of a private passenger auto | |
| | | PREMIUM FOR ENDORSEMENTS | $ 36 |
| FORMS AND ENDORSEMENTS APPLYING TO THIS POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE: | | ESTIMATED TOTAL PREMIUM | $ 3,079 |

1 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

2 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

3 IL0021, TE9960A, TE0401C, TE0409D, TE2329A, TE0406B

ATTACH TO FORM TE0001 TO COMPLETE POLICY

**PREMIUM NOTICE**

RENEWAL PREMIUM..... $3079.0
AUTOMOBILE THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION) $ 3.0

PREMIUM ADJUSTMENTS WILL BE REFLECTED ON YOUR BILL ACCOUNT STATEMENT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/01/2016

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**
Ball Insurance Agency
514 E Van Buren Ave
Harlingen, TX 78550

**CONTACT NAME:** Danny Longoria
**PHONE (A/C, No, Ext):** (956) 428-4031 **FAX (A/C, No):** (956) 412-7010
**E-MAIL ADDRESS:** danny@ballrgv.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Texas Mutual Insurance Company | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Texas Land Reclamation LLC
dba UTW Tire Collection Services
PO Box 450692
Laredo TX 78045-0016

**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) | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | GENERAL AGGREGATE | $ |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE ☒ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y | N/A | Y | 0001266490 | 03/18/2016 | 03/18/2017 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**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
Daniel C Longoria

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TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 450692
LAREDO, TX 78045
PHONE: 956-723-8484
FAX: 956-723-9918

## Services

To: Hidalgo County Purchasing Department

To whom it may concern:

Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires from our facility is handled by UTW transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor to handle all transportation of the tires.

Both Entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have.

Respectfully,

Penelope Oaks De La Garza

LAW OFFICES OF DAVID MODISETTE, J.D.

David Gerard Modisette, J.D.

Attorney at Law

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

I understand that you represent Hidalgo County in approving vendor's contracts. My client, Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, has asked me to contact you in order to answer any questions you may have. This process does need to be concluded in a timely manner given the deadlines imposed, so please contact me at your earliest convenience.

I believe if you look into your records you will see that we already discussed this matter in June of last year, and you withdrew your prior objections. Given that this was already thoroughly vetted and there is a contract currently in place that is merely being extended, I hope we can clear up this issue quickly.

To reiterate the basic corporate structure, Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires to my client's facility is handled by UTW Transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor of my client to handle all transportation of the tires.

Both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

1203 Gardendale St. # 205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net

LAW OFFICES OF DAVID MODISETTE, J.D.

David Gerard Modisette, J.D.

Attorney at Law

To: Hidalgo County

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

To whom it may concern,

I had a telephone conversation with a Mr. Steven Crain of Atlas & Hall last week. In the conversation he approved the continuation of the contract, but did want for his records a simple letter from me stating that UTW Transportation, LLC is contracted by Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services to transport its tires only. This letter has been sent along with a copy of applicable insurance.

In short if you will contact your attorney you will find this issue has already been resolved.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

CC: Texas Land Reclamation, LLC

1203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1111 • Fax (210) 614-1115 • E-mail David@LA_Attorney.Net
Plaza Tres Pacific Coast of Texas

LAW OFFICES OF DAVID MODISETTE, J.D.

*David Gerard Modisette, J.D.*

*Attorney at Law*

To: Steven Crain
scrain@atlashall.com

RE: Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services; Hidalgo County

SENT VIA EMAIL

Dear Mr. Crain,

In a follow up to our phone conversation last week, I wanted to thank you for approving my clients continuing contract with Hidalgo County. For your records you requested from me this letter stating that UTW Transportation, LLC is contracted by Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services to transport its tires only. I have also provided a copy of the applicable insurance to complete what we discussed.

In short UTW Transportation, LLC only transports the tires for Texas Land Reclamation, LLC D/B/A UTW Tire Collection Services, and both entities are fully insured and have maintained all the requirements placed on them in order to secure the current contract.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

1203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • Email David@LX Attorney Net

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO** **Martin Ramirez** Via email: martin.ramirez@co.hidalgo.tx.us
Hidalgo County Environmental Compliance Office

**FROM:** Sandra Montalvo/ Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** December 08, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST**
**Bid No. 2016-287-12-07-SMA-Hidalgo County -"Tire Disposal Services"**

We have received a sole bid (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. **via facsimile to (956) 292-7612 or email: sandra.montalvo@co.hidalgo.tx.us – C/c sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, December 14, 2016 @10:00 A.M. in order to place this item on the agenda for Commissioners Court Meeting for the Award of Contract.**

**Indicate the name of the Vendor(s) in the box below and the Account number to be utilized.** Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

| **COMMENTS/CONCERNS:** |
|---|
| No concerns - Award to UTW. |
| |
| Budget Acct No.: _____ |

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| Mart-Rami | Martin Ramirez | Environmental Compliance Dept. | 12/14/16 |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:**

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
**ATTN: Raul Lozano/Katia Garcia**

Hon. Eddie Cantú, Commissioner
Hidalgo County Precinct No. 2
**ATTN: Armando Pompa/Erika Zamora**

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal / Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
**ATTN: Lulu Lucio / Veronica Lopez-Davis**

Eduardo "Eddie" Guerra
Hidalgo County Sheriff's Office
**Attn: Juan Tapia**

**FROM:** Sandra Montalvo / Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** December 8, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-287-12-07-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **ONE (1) response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on Commissioner's Court Meeting: therefore, we need your Response by **December 14, 2016, by no later than 10:00 A.M.** Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **sandra.montalvo@co.hidalgo.tx.us** / **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 6-1100-432-00-121-001-0-421

Recommendations/Concerns: Sole Bidder

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865/ 4860. Thank you for your attention and cooperation to this matter.

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Raul Lozano | Pct. 1 | 12-12-16 |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:**

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
**ATTN: Raul Lozano/Katia Garcia**

Hon. Eddie Cantú, Commissioner
Hidalgo County Precinct No. 2
**ATTN: Armando Pompa/Erika Zamora**

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal / Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
**ATTN: Lulu Lucio / Veronica Lopez-Davis**

Eduardo "Eddie" Guerra
Hidalgo County Sheriff's Office
**Attn: Juan Tapia**

**FROM:** Sandra Montalvo / Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** December 8, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-287-12-07-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **ONE (1) response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on Commissioner's Court Meeting: therefore, we need your Response by **December 14, 2016, by no later than 10:00 A.M.** Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **sandra.montalvo@co.hidalgo.tx.us** / **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: X-1100-432-00-122-001-0-421

Recommendations/Concerns: TEXAS LAND RECLAMATION LLC

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4865/ 4860. Thank you for your attention and cooperation to this matter.

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| A. Pompa | ARMANDO POMPA | PCT. 2 FIELD OPS | 12-8-16 |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:**

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
**ATTN: Raul Lozano/Katia Garcia**

Hon. Eddie Cantú, Commissioner
Hidalgo County Precinct No. 2
**ATTN: Armando Pompa/Erika Zamora**

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal / Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
**ATTN: Lulu Lucio / Veronica Lopez-Davis**

Eduardo "Eddie" Guerra
Hidalgo County Sheriff's Office
**Attn: Juan Tapia**

**FROM:** Sandra Montalvo / Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE**: December 8, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-287-12-07-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **ONE (1) response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on Commissioner's Court Meeting: therefore, we need your Response by **December 14, 2016, by no later than 10:00 A.M.** Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **sandra.montalvo@co.hidalgo.tx.us** / **sandy.suarez@co.hidalgo.tx.us**

☐ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 6-1100-432-00-183-001-0-421

Recommendations/Concerns: Sole Bidder - Texas Tank Reclamation, LTD Tire Collection Services

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865/ 4860. Thank you for your attention and cooperation to this matter.

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| Joe M. Flores | Joe M. Flores | Pct #3 | 12-8-16 |

Enclosures

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:**

Hon. A.C.Cuellar, Commissioner
Hidalgo County Precinct No. 1
**ATTN: Raul Lozano/Katia Garcia**

Hon. Eddie Cantú, Commissioner
Hidalgo County Precinct No. 2
**ATTN: Armando Pompa/Erika Zamora**

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: **Mingo Villarreal / Norma Ceballos**

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
**ATTN: Lulu Lucio / Veronica Lopez-Davis**

Eduardo "Eddie" Guerra
Hidalgo County Sheriff's Office
**Attn: Juan Tapia**

**FROM:** Sandra Montalvo / Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** December 8, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2016-287-12-07-SMA- **Hidalgo County-TIRE DISPOSAL SERVICES"**

We have received **ONE (1) response** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on Commissioner's Court Meeting: therefore, we need your Response by **December 14, 2016, by no later than 10:00 A.M.** Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us / sandy.suarez@co.hidalgo.tx.us

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 0-1100-421-00-280-001-0-421

Recommendations/Concerns: Please award to sole bidder

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865/ 4860. Thank you for your attention and cooperation to this matter.

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Raul Canto | Hidalgo County S.O. | 12/8/16 |

Enclosures

| ***HIDALGO COUNTY PURCHASING DEPARTMENT<br>TABULATION SHEET*** | | |
|---|---|---|
| DESCRIPTION OF BID: ***Hidalgo County-Tire Disposal Services*** | | |
| **BID OPENING DATE: December 07, 2016 OPENING TIME: 9:30 A.M.** | | |
| BID NO: 2016-287-12-07-SMA | BUYER: Sandra Montalvo/Sandy Suarez | |
| **TRANSFER OF TIRES<br>(as per Specifications)** | Vendor Name | |
| | Reclamation UTW Tire Collection<br>Sole Bid Response | |
| | **Pricing** | **Additional Services Fees**<br>(See Attachment 1 of ) |
| 53' Box Trailer equivalent with loading Services | **$ 1,798.00** | **Additional Service Fee of: $75.00**<br><br>Will be **added** to Invoices for 30 yd container delivered by County to Facility –That is Over Struck load capacity. (Inside dimensions**)** |
| County Delivers 30 yard container to vendor's facility within Hidalgo County. | **$ 248.00** | |
| | | |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG

**Department/Bid Description:** ***Hidalgo County-"TIRE DISPOSAL SERVICES"***

**Bid Opening Date /time: DECEMBER 07, 2016 @ 9:30 A.M.**

**BID NO.: 2016-287-12-07- SMA** | **Buyer: Sandra Montalvo/Sandy Suarez**

| | NAME OF VENDOR COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF | DATE | MAILING ADDRESS, PHONE No & E-MAIL ADDRESS |
|---|---|---|---|---|---|
| **1.** | UTW TIRE CO.<br>Attn: Servando De La Garza | BLM | Sandra Montalvo/ Sandy Suarez | 11/21/16 | P.O. BOX 450692<br>Laredo, Tx 78045<br>Office-956-723-8484<br>Fax -956-723-9918<br>After hrs. 956-285-2651<br>utwtire@gmail.com<br>penniedlg@hotmail.com |
| **2.** | RELIABLE TIRE DISPOSAL<br>Attn: Gary Thomas | BLM | Sandra Montalvo/ Sandy Suarez | 11/21/16 | 1822 East Polk Street<br>P.O. Box 1418<br>Burnet, TX 78611<br>Office: 512-756-8218<br>Mobile: 830-613-6930<br>gthomas@reliabletiredisposal.com |
| **3.** | REPUBLIC SERVICES-RIO GRANDE VALLEY, TX<br>Attn: Damian A Saenz | BLM | Sandra Montalvo/ Sandy Suarez | 11/21/16 | 9402 W Expy 83,<br>Harlingen,TX78552<br>(956)392-7012 office<br>(956)428-2045 fax<br>(956)535-0988 cell<br>dsaenz@republicservices.com |
| **4.** | SANTA ANITA RECLAMATION PROJECT, LLC<br>~~**Attn: Elva Walker**~~<br>**www.sartiredisposal.com** | BLM | Sandra Montalvo/ Sandy Suarez | 11/21/16 | 25385 FM 1017 – PO BOX 354 - LINN, TEXAS 78563<br>OFFICE 956-287-8473<br>FAX 956-287-0135<br>~~sarllc101@gmail~~ |
| **5.** | THE BLUE BOOK NETWORK<br>**Attn:** Rachel Siegmund | BLM | Sandra Montalvo/ Sandy Suarez | 11/21/16 | 800 E. Maimn St.<br>Jefferson Valley, NY 10535<br>800-431-2584 ext.3032<br>rsuegmund@thebluebook.com |
| **6.** | Santa Anita Reclamation Project, LLC<br>Attn: Luis Reyes | TR | Sandra Montalvo/ Sandy Suarez | 11/21/16 | 25385 FM 1017 – PO BOX - LINN, TEXAS 78563<br>OFFICE 956-255-6758<br>FAX 956-<br>luisorion801@yahoo.com |
| **7.** | Prime Vendor Inc<br>Attn: Natalie Fisher | EMR | Sandra Montalvo/ Sandy Suarez | 11/22/16 | 4622 Cedar Avenue<br>Wilmington, North Carolina 28403-4429<br>Phone: 800 746-9554<br>Fax: 800 746-8307<br>bid.clerk@prime-vendor.com |
| **8.** | Onvia<br>Jacqueline Sessa | EMR | Sandra Montalvo/ Sandy Suarez | 11/23/16 | Agency Relationship Specialist<br>509 Olive Way Seattle, WA 98101<br>P: (206) 373-9150<br>jsessa@onvia.com |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**E-MAIL (EM)**

**AI-58379** **Purchasing Department** **23. A. 2.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
1. District Clerk
2. District Judges
3. Constable Pct 1
4. Constable Pct. 3

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-412-00-090-001-0-340

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

**BUDGETARY IMPACT:**

DISTRICT CLERK

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-4XX-00-XXX-00X-0-340

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

**BUDGETARY IMPACT:**

CONSTABLE PCT 1 & 3

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-412-00-00X-001-0-340

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

**BUDGETARY IMPACT:**

206TH DC (004-001)
332ND DC (006-001)

---

**Attachments**

DC

DC
DC
1295
BACKUP
EMAIL

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:46 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Rocio Villarreal | | Started On: 02/02/2017 03:28 PM |
| Final Approval Date: 02/02/2017 | | |

**LexisNexis Risk Solutions**

# SCHEDULE A
## Accurint for Government
## (Per User Subscription)

| | |
|---|---|
| Customer Name: | **Hidalgo County District Clerk** |
| Billgroup #: | **ACC-1558082** |
| LN Account Manager: | **David Ivey** |

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning January 1, 2017 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. FEES**

**2.1 User Fees:** The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

| Price Table | | |
|---|---|---|
| **Monthly Minimum Users:** | | **1** |
| **Standard Features Fee:** | | **$130.00** |
| **Premium Features Fee:** | Real Time Phone Search | **$25.00** |
| **Total Monthly User Fees (per User):** | | **$155.00** |
| **Total Monthly Minimum Amount:** | | **$155.00** |

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 0%.

**2.2 Features Not Included:** The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

| |
|---|
| American Board of Medical Specialties Search and Report |
| Bankruptcy Dockets |
| Bankruptcy Documents |
| Canadian Phones |
| Comprehensive Healthcare Business Report |
| Comprehensive Healthcare Provider Report |
| Court Search Wizard |

| |
|---|
| D&B Global Market Identifiers |
| D&B Search |
| DE Corporation Search and Report |
| Email Search |
| Flat Rate Healthcare Business Report |
| Flat Rate Healthcare Provider Report |
| Government Location Report |
| Identity Authenticate |
| Identity Verification |
| Medical, Employment Or Business Records Retrieval |
| MVR Reports (Driving Records) |
| News Searches |
| Online Batch Services |
| Property Deed Image |
| Provider Report Card |
| Provider Sanction Search and Report |
| Provider Search and Report |
| Real Time MVR |
| Real Time Person Search |
| Real Time Phone Search |
| SEC Filings |
| Virtual Identity Search and Report |
| Workplace Locator |
| XML |

***LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.***

**2.3 Payment Amount:** Customer shall pay to LN each month the greater of: (i) total User Fees and applicable Transactional Fees; or (ii) the total monthly minimum amount(s) as specified in the Price Table.

**3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 28, 2017**.

**4. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party.

**AGREED TO AND ACCEPTED BY: Hidalgo County District Clerk**

Signed: _____

Name: _____

Title: _____

Date: _____

**(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)**

| PRICE SCHEDULE (Subscription) | |
|---|---|
| **FEATURES** | **PRICE** |
| Advanced Motor Vehicle Search | $0.00 |
| Advanced Person Search | $0.00 |
| Automated Valuation Model (AVM) Report | $0.00 |
| American Board Of Medical Specialties Search | $1.00 |
| American Board Of Medical Specialties Report | $5.00 |
| Associates ("Next Steps") | $0.00 |
| Bankruptcies, Liens & Judgments Search | $0.00 |
| Bankruptcy Search | $0.00 |
| Bankruptcy Report | $0.00 |
| Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable) | $0.50 |
| Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable) | $0.20 |
| Boolean Search | $0.00 |
| Business Credit | $0.00 |
| Business Credit Report | $0.00 |
| Business InstantID | $0.00 |
| Business InstantID & FraudDefender | $0.00 |
| Business Search | $0.00 |
| Businesses In The News (not discountable) | $5.00 |
| Canadian Phones | $0.40 |
| Case Audit Compliance | $0.00 |
| Case Connect Deconfliction Alerts | $0.00 |
| Civil Courts Search (Report Included) | $0.00 |
| CLIA Search | $0.00 |
| Concealed Weapons Permit | $0.00 |
| Corporation Filings (Report Included Except In Delaware) | $0.00 |
| Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable) | -- |
| -County Civil Lower & Upper Court - 7 Year (not discountable) | $35.00 |
| -County Civil Lower & Upper Court - 10 Year (not discountable) | $40.00 |
| -County Criminal - 7 Year (not discountable) | $25.00 |
| -County Criminal - 10 Year (not discountable) | $30.00 |
| -Federal Division Civil - 7 Year (not discountable) | $16.00 |
| -Federal Division Civil - 10 Year (not discountable) | $25.00 |
| -Federal Division Criminal - 7 Year (not discountable) | $16.00 |
| -Federal Division Criminal - 10 Year (not discountable) | $25.00 |
| -Statewide Criminal (not discountable) | $24.00 |
| Criminal Records | $0.00 |
| Criminal Records Report | $0.00 |
| DEA Controlled Substances License Search | $0.00 |
| Death Records | $0.00 |

| | |
|---|---|
| Death Records Report | $0.00 |
| Delaware Corporations (not discountable) | $1.00 |
| Delaware Corporations Report (not discountable) | $11.00 |
| Disclosed Entity Service | $0.00 |
| Driver Licenses | $0.00 |
| Dun & Bradstreet (D&B) Search | $0.25 |
| Dun & Bradstreet (D&B) Global Market Identifiers Search | $3.75 |
| Email Search | $0.40 |
| FAA Aircraft (Report Included) | $0.00 |
| FAA Pilots (Report Included) | $0.00 |
| Federal Civil Court Records Search (charged per search) | $2.00 |
| Federal Criminal Court Records Search | $0.00 |
| Federal Firearms & Explosives | $0.00 |
| Federal Employer ID Numbers (FEIN) | $0.00 |
| Fictitious Business Name | $0.00 |
| Foreclosures Search (Report Included) | $0.00 |
| Hunting/Fishing Licenses | $0.00 |
| Identity Authenticate (charged per search) | $1.25 |
| Identity Verification (charged per search) | $0.60 |
| InstantID Consumer Search | $0.00 |
| InstantID Consumer & FraudDefender Search | $0.00 |
| Internet Domains | $0.00 |
| Liens & Judgments | $0.00 |
| Liens & Judgments Report | $0.00 |
| Marriages / Divorces Search | $0.00 |
| Medical, Employment and Business Records Retrieval | -- |
| -Medical, Employee Or Business Record Retrieval With Authorization (not discountable) | $35.00 |
| -Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable) | $72.50 |
| -Medical, Employee Or Business Record Retrieval By Subpoena (not discountable) | $87.50 |
| -Canvassing Up To 5 Custodians (not discountable) | $50.00 |
| -Canvassing From 5 To 10 Custodians (not discountable) | $100.00 |
| -Canvassing Above 10 Custodians, Per Custodian (not discountable) | $10.00 |
| -Chronological Sorting (charged per page) (not discountable) | $0.03 |
| -Pagination Only (charged per page) (not discountable) | $0.10 |
| -Research And Identify Custodial Location | $0.00 |
| - Long distance charges, phone charges, initial and follow up calls | $0.00 |
| -Prepare And Deliver Notice And Subpoena For Signature (If Required) | $0.00 |
| -Deliver Notice To All/3rd Party Notices | $0.00 |
| -Serve Subpoena To Custodian Of Record | $0.00 |
| -Pick-Up Scheduling And Two (2) Field Trips | $0.00 |
| -Mileage | $0.00 |
| -Return Record Review For Completeness And Legibility | $0.00 |
| -Rush Fee (One Way) (not discountable) | $25.00 |
| -Witness Fee (Pass Through Fees May Be Charged) | $0.00 |
| -Deposition Trip Fee (not discountable) | $20.00 |
| -Deposition Certification Fee (not discountable) | $20.00 |

| | |
|---|---|
| -Custodial Fee (Pass Through Fees May Be Charged) | $0.00 |
| -Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged) | $0.00 |
| -Hard Copy Per Page, Authorization (not discountable) | $0.50 |
| -Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable) | $0.50 |
| -Hard Copy, Shipping Cost (Pass Through Fees May Be Charged) | $0.00 |
| -Sales/Revenue Taxes (Pass Through Fees May Be Charged) | $0.00 |
| -X-Ray Duplication (not discountable) | $17.50 |
| -Fax Or Electronic Receipt Of Authorization For The Release Of Records | $0.00 |
| -Phone Charges | $0.00 |
| -Authorization Cover Sheet Preparation And Delivery Per Location | $0.00 |
| -Record Receipt And Review (QA) | $0.00 |
| -Electronic Posting Of Record, Per Page | $0.00 |
| -Hospital Charting (charged per page) (not discountable) | $0.25 |
| -Maximum Spend Without Client Authorization, MRR * (not discountable) | $75.00 |
| -Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable) | $210.00 |
| *Default Can Be Lower Or Higher Based On Customer Specifications | -- |
| Motor Vehicles Report | $0.00 |
| MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable) | $5.00 |
| -Alabama 3-Year (not discountable) | $9.75 |
| -Delaware 3-Year (not discountable) | $25.00 |
| -Florida 3-Year (not discountable) | $8.10 |
| -Florida 7-Year (not discountable) | $10.10 |
| -Illinois (not discountable) | $12.00 |
| -Indiana (not discountable) | $7.50 |
| -Iowa (not discountable) | $8.50 |
| -Kansas (not discountable) | $8.70 |
| -Maine 3-Year (not discountable) | $7.00 |
| -Minnesota 5-Year (not discountable) | $5.00 |
| -Mississippi 3-Year (not discountable) | $14.00 |
| -Nebraska 5-Year (not discountable) | $3.00 |
| -North Carolina 3/7-Year (not discountable) | $10.00 |
| -Rhode Island 3-Year (not discountable) | $20.00 |
| -South Carolina 3/10-Year (not discountable) | $7.25 |
| -Tennessee 3-Year (not discountable) | $7.00 |
| -Utah (not discountable) | $9.00 |
| -Vermont 3-Year (not discountable) | $17.00 |
| -West Virginia 7-Year (not discountable) | $9.00 |
| ** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice. | -- |
| National Motor Vehicle Accident Search & Report (not discountable) | $3.00 |
| National UCC Filings (Report Included) | $0.00 |
| NCPDP (National Council for Prescription Drug Programs) Search | $0.00 |
| NCPDP (National Council for Prescription Drug Programs) Report | $0.00 |
| Neighbors ("Next Steps") | $0.00 |
| NPI Data Search | $0.00 |
| NPI Report | $0.00 |

| | |
|---|---|
| Official Records Search (Report Included) | $0.00 |
| OSHA Investigative Reports Search | $1.00 |
| Passport Validation | $0.00 |
| People At Work Search | $0.00 |
| People In The News (not discountable) | $5.00 |
| Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price) | -- |
| -1 - 50 | $0.00 |
| -51 - 250 | $0.00 |
| -251 - 500 | $0.00 |
| -501 - 1,000 | $0.00 |
| -1,001 - 5,000 | $0.00 |
| -5,001 - 25,000 | $0.00 |
| -25,001 - 100,000 | $0.00 |
| Professional Licenses | $0.00 |
| Property Assessment Search | $0.00 |
| Property Assessment Report | $0.00 |
| Property Deed Search | $0.00 |
| Property Deed Report (excluding Deed Image) | $0.00 |
| Property Deed Image (additional charge when ordered from within Property Reports) (not discountable) | $8.00 |
| Property Search (Property Assessments, Deeds & Mortgages) | $0.00 |
| Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image) | $0.00 |
| Provider Search | $0.25 |
| Provider Report | $5.00 |
| Provider Report Card (charged per search) | $5.00 |
| Provider Sanction Search (charged per search) | $0.25 |
| Provider Sanction Report | $5.00 |
| Real Time Person Search (charged per search) | $3.50 |
| Real Time Phone Search | $0.50 |
| Relatives ("Next Steps") | $0.00 |
| Relatives, Neighbors & Associates ("Next Steps") | $0.00 |
| Relavint Visual Link Analysis (Per Diagram) | $0.00 |
| Satellite Image Search | $0.00 |
| SEC Filings Search | $3.50 |
| Sexual Offenders (Report Included) | $0.00 |
| SIRIS | $0.00 |
| USA Patriot Act | $0.00 |
| Virtual Identity Search & Report | $2.00 |
| Voter Registrations | $0.00 |
| Watercraft | $0.00 |
| Watercraft Report | $0.00 |
| WorkPlace Locator (not discountable) | $3.50 |
| **Reports** | |
| Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings. | $0.00 |
| Business Link Report (charged per search) | $5.00 |
| Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License | $0.00 |

| | |
|---|---|
| Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft. | |
| Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional). | $3.50 |
| Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest. | $0.00 |
| Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations. | $0.00 |
| Government Location Report (charged per search) | $1.00 |
| Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator. | $0.00 |
| Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address) | $0.00 |
| Additional Report Options: | -- |
| -Bankruptcy | $0.00 |
| -Businesses At Address | $0.00 |
| -Concealed Weapons Permit Search | $0.00 |
| -Criminal Records Search | $0.00 |
| -Criminal Records Report | $0.00 |
| -Driver Licenses At Address | $0.00 |
| -Hunting/Fishing License Search | $0.00 |
| -Liens And Judgments | $0.00 |
| -Motor Vehicles Registered At Address | $0.00 |
| -Neighborhood Profile (2010 Census) | $0.00 |
| -Neighbors At Address | $0.00 |
| -Property Ownership Current / Previous | $0.00 |
| -Sexual Offenders Search (Report Included) | $0.00 |
| Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information) | $0.00 |
| Additional Report Options: | -- |
| -Associated Businesses | $0.00 |
| -Associated People | $0.00 |
| -Bankruptcy | $0.00 |
| -Business Registrations | $0.00 |
| -Corporation Filings | $0.00 |
| -Dun & Bradstreet Records (not discountable) | $3.75 |
| -FAA Aircraft | $0.00 |
| -Internet Domain Names | $0.00 |
| -IRS 5500 | $0.50 |
| -Liens and Judgments | $0.00 |

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|---|---|
| -Motor Vehicles | $0.00 |
| -Properties | $0.00 |
| -UCC Filings | $0.00 |
| -Watercraft | $0.00 |
| Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary) | $0.00 |
| Additional Report Options: | -- |
| -Associates | $0.00 |
| -Bankruptcy | $0.00 |
| -Criminal Records | $0.00 |
| -DEA Controlled Substances License Search | $0.00 |
| -Driver Licenses Information | $0.00 |
| -Email Search | $0.40 |
| -Federal Firearms & Explosives License Search | $0.00 |
| -Liens And Judgments | $0.00 |
| -Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included) | $0.00 |
| -National Motor Vehicle Accident Search & Report | $0.00 |
| -Neighborhood Profile (2010 Census) | $0.00 |
| -Neighbors (Up To 6 Neighbors At 10 Different Addresses) | $0.00 |
| -People At Work | $0.00 |
| -Phones Plus | $0.50 |
| -Professional Licenses | $0.00 |
| -Properties | $0.00 |
| -Relatives (Up to 3 Degrees of Separation) | $0.00 |
| -Sexual Offenders | $0.00 |
| -Supplemental Data Sources | $0.00 |
| -UCC Filings | $0.00 |
| Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below) | $10.00 |
| Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information) | $0.50 |
| Additional Report Options: | -- |
| -Associated Businesses | $1.00 |
| -Associated People | $1.00 |
| -Bankruptcy (charged per search) | $1.00 |
| -Business Phone Matches | $0.25 |
| -Business Registrations | $0.25 |
| -Corporation Filings | $1.00 |
| -Dun & Bradstreet Records (not discountable) | $3.75 |
| -FAA Aircraft | $0.25 |
| -Internet Domain Names | $0.25 |
| -IRS 5500 | $0.50 |
| -Liens And Judgments (charged per search) | $0.25 |
| -Motor Vehicles | $0.75 |
| -Properties | $1.00 |
| -Sanctions | $0.50 |
| -UCC Filings | $0.50 |
| -Verification | $0.75 |

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|---|---|
| -Watercraft | $1.00 |
| Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below) | $6.00 |
| Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number) | $0.50 |
| Additional Report Options: | -- |
| -Additional Deceased Data Sources | $0.00 |
| -Associates | $0.00 |
| -Bankruptcy (charged per search) (not discountable) | $0.25 |
| -Business Address Summary | $0.25 |
| -Business Affiliations | $0.50 |
| -Business Phone Matches | $0.25 |
| -DEA Licenses | $0.25 |
| -Degrees | $0.00 |
| -Education | $0.50 |
| -Group Affiliations | $0.50 |
| -GSA Sanctions (charged per search) | $0.50 |
| -Hospital Affiliations | $0.50 |
| -Liens And Judgments (charged per search) | $0.25 |
| -Medical Licenses (charged per search) | $1.00 |
| -Possible Criminal Records (charged per search) | $0.25 |
| -Professional Licenses (charged per search) | $1.00 |
| -Sanctions (Disciplinary) (charged per search) | $0.50 |
| -Sexual Offenses (charged per search) | $1.00 |
| -Specialties | $0.00 |
| -Verification | $0.75 |
| **Online Batch** | |
| Advanced Person Search | $0.50 |
| Deceased Person | $0.25 |
| Address (Single) | $0.13 |
| Address (Multiple) | $0.16 |
| Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single) | $0.23 |
| Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple) | $0.25 |
| Waterfall Phone with Address (single) | $0.25 |
| Waterfall Phone with Address (multiple) | $0.30 |
| Address and/or Phone Confirmation (per input) (single) | $0.03 |
| Address and/or Phone Confirmation (per input) (multiple) | $0.04 |
| Phones Plus | $0.50 |
| Real Time Phone Search | $0.50 |
| Real Time Motor Vehicle Registrations | $1.50 |
| Property - Add Up To Five Properties Owned By The Subject | $1.00 |
| Consumer InstantID | $0.65 |
| Consumer InstantID With Fraud Defender | $0.95 |
| Consumer InstantID With Red Flags Rule | $0.90 |
| Business InstantID | $1.30 |

| | |
|---|---|
| Business InstantID With Fraud Defender | $1.30 |
| Multiple = 2 Or More Phones/Addresses Returned | -- |

# 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:**
2017-161963

**Date Filed:**
02/03/2017

**Date Acknowledged:**
02/03/2017

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

LexisNexis Risk Solutions FL Inc.
Alpharetta, GA 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 District Clerk

**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-17-083-02-07
Investigative Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| RELX U.S. Holdings Inc. | Newton, MA United States | X | |
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| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
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**Date Filed:**
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LexisNexis Risk Solutions FL Inc.
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Investigative Services

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| | | Controlling | Intermediary |
| RELX U.S. Holdings Inc. | Newton, MA United States | X | |
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| | | | |

**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 OHIO

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Marcy Lisle, SR Proposal Writer, this the 3rd day of Feb, 20 17, to certify which, witness my hand and seal of office.

MICAH S ASCH, Notary Public
In and for the State of Ohio
My Commission Expires Nov 2 2020

| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |
|---|---|---|
| | | Proposal Manager |

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

---

**Re: Schedule A**

---

**From :** Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Feb 03, 2017 01:49 PM

**Subject :** Re: Schedule A

**To :** Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Hi Rocio,

I have reviewed the schedule provided 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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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 Thu, Feb 2, 2017 at 3:23 PM, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

> Ms. Josie:
>
> Need to place this item on the agenda for Feb. 6, 2017 Com Court Meeting for the District Clerk. Can you please review and approve as to form.
>
> Thank you.
>
> ROCIO VILLARREAL
> HIDALGO COUNTY PURCHASING DEPT.
> CONTRACTS MANAGER
> (956) 318-2626 Work
> (956) 292-7000 Ext. 4868 Work
> rocio.villarreal@co.hidalgo.tx.us
> 2812 S. Business Hwy 281
> Edinburg, Texas 78539
>
> ----- Forwarded Message -----
> From: "Stephanie Palacios" <stephanie@co.hidalgo.tx.us>
> To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
> Sent: Thursday, February 2, 2017 3:11:39 PM
> Subject: RE: Schedule A
>
> ----- Forwarded Message -----
> From: "David Ivey (RIS-HBE)" <David.Ivey@lexisnexisrisk.com>
> To: "Stephanie Palacios" <stephanie@co.hidalgo.tx.us>
> Sent: Thursday, February 2, 2017 3:09:13 PM
> Subject: RE: Schedule A
>
> Stephanie - Here is the new Schedule A. - DLI
>
> -----Original Message-----

From: Stephanie Palacios [mailto:stephanie@co.hidalgo.tx.us]
Sent: Thursday, February 02, 2017 2:32 PM
To: Ivey, David (RIS-HBE) <David.Ivey@lexisnexisrisk.com>
Cc: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
Subject: Re: Schedule A

David,

Today is the deadline for all departments to submit items for the scheduled comm. court 2/6/17. Will you be able to update the agreement and provide the 1295 that is being requested. Please let me know.

Thank you,
Stephanie

----- Original Message -----
From: "David Ivey (RIS-HBE)" <David.Ivey@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Betsy Roque" <betsy.roque@co.hidalgo.tx.us>, "Stephanie Palacios" <stephanie@co.hidalgo.tx.us>
Sent: Wednesday, February 1, 2017 5:26:18 PM
Subject: RE: Schedule A

Rocio - I will get you an updated Schedule A. - DLI

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 01, 2017 4:43 PM
To: Ivey, David (RIS-HBE) <David.Ivey@lexisnexisrisk.com>
Cc: Betsy Roque <betsy.roque@co.hidalgo.tx.us>; Stephanie Palacios <stephanie@co.hidalgo.tx.us>
Subject: Re: Schedule A

David:

The agreement states on No. 3-Expiration, that if its not signed by of Jan 29,2017, the agreement is not valid. Can you please provide a revised agreement with the date corrected. We will be placing for approval on Feb. 6, 2017.

In addition, TEC Form 1295 is required to be submitted to us for the approval of the new agreement.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Original Message -----
From: "Stephanie Palacios" <stephanie@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "David Ivey (RIS-HBE)" <david.ivey@lexisnexis.com>, "Betsy Roque" <betsy.roque@co.hidalgo.tx.us>
Sent: Wednesday, February 1, 2017 4:27:30 PM
Subject: Fwd: Schedule A

Rocio,

Attached is the updated schedule A, please let me know if the following will be approved through comm. ct. on 2/6/17.

Thank you,

Stephanie Palacios

----- Forwarded Message -----
From: "David Ivey (RIS-HBE)" <David.Ivey@lexisnexisrisk.com>
To: "Stephanie Palacios (stephanie@co.hidalgo.tx.us)" <stephanie@co.hidalgo.tx.us>
Sent: Wednesday, February 1, 2017 4:17:29 PM
Subject: FW: Schedule A

From: Ivey, David (RIS-HBE)
Sent: Wednesday, February 01, 2017 3:36 PM
To: Stephanie Palacios (stephanie@co.hidalgo.tx.us) <stephanie@co.hidalgo.tx.us>
Subject: Schedule A

Stephanie - Here is a Schedule A that we can use. I will give you a call. - DLI

David Ivey
Client Executive
State and Local Government

LexisNexis | Risk Solutions
214.274.7576 Mobile
david.ivey@lexisnexisrisk.com<mailto:david.ivey@lexisnexisrisk.com>
Connect with me on
Linkedin<http://www.linkedin.com/in/davidiveylexisnexisrisk>

Follow Risk Solutions on www.identitygov.com<http://www.identitygov.com/>, LinkedIn<http://www.linkedin.com/groups?gid=4058071>, Twitter<http://twitter.com/lexisnexisrisk> and Facebook<http://www.facebook.com/pages/LexisNexis-Risk-Solutions/264183673606258?sk=wall>

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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:**
2017-162092

**Date Filed:**
02/03/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
RELX, Inc.
Miamisburg, OH 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 District Judges

**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.**
109ZN6
LexisNexis Online Legal Research

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Aldenderfer, Andrew | Miamisburg, OH 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 Josh Roslan, Pricing Analyst, this the 3 day of February, 20 17, to certify which, witness my hand and seal of office.

MICAH S ASCH, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2020

| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |
|---|---|---|
| | | Proposal Manager |

# 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.

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Miamisburg, OH United States

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Hidalgo County District Judges

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109ZN6
LexisNexis Online Legal Research

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Aldenderfer, Andrew | Miamisburg, OH United States | | X |
| | | | |
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| | | | |

**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

SLGovt

**RENEW YOUR LEXISNEXIS SUBSCRIPTION**
**NOW BY SIGNING THIS LETTER AGREEMENT**

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment. Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

| **Customer Name:** | Hidalgo County - District Judges | **Account Number:** | 109ZN6 |
|---|---|---|---|

| | **Extension Period** | | | | **Monthly Commitment** |
|---|---|---|---|---|---|
| **Beginning** | **1/1/2017** | **to** | **12/31/2017** | **$** | **285** |
| **Beginning** | | **to** | | **$** | |
| **Beginning** | | **to** | | **$** | |
| **Beginning** | | **to** | | **$** | |
| **Beginning** | | **to** | | **$** | |

**Current Number of Attorneys/Judges: _____**

**Current Number of Other Government Professionals: _____**

This letter agreement shall also serve as your acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

These changes will be effective on 1/1/2017. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

| | |
|---|---|
| Andrew Aldenderfer<br>Account Manager<br>937-247-8129 | 866-960-2857 (FAX)<br>andrew.aldenderfer@lexisnexis.com |

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of January.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

**Customer Name:** Hidalgo County - District Judges

**Authorized Signature:** _____

**Print Name:** _____

**Title:** _____

**Date:** _____

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: LexisNexis - Form 1285

**From :** Andrew Aldenderfer (LNG-DAY) <andrew.aldenderfer@lexisnexis.com> Fri, Feb 03, 2017 03:34 PM

**Subject :** RE: LexisNexis - Form 1285

**To :** Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Hi Rocio,

I will need to send to my legal department for review and see if it can be updated.

I will try to have a response for you as soon as possible.

Thanks,
Andrew

Andrew Aldenderfer
Client Manager – State & Local Government
LexisNexis | Legal & Professional
Phone: (937) 247-8129
Fax: (866) 960-2857

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Friday, February 03, 2017 4:21 PM
**To:** Aldenderfer, Andrew (LNG-DAY)
**Subject:** Re: LexisNexis - Form 1285

Andrew:

Previously you had sent me this document as part of the agreement for our legal counsel to review. Can you please advise if the following modification can be done?:

***In paragraph 5.8 change "New York" to Texas and add the following sentence in caps and Bold: " This agreement is performable in Hidalgo County, Texas.".***

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work

(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---

**From:** "Andrew Aldenderfer (LNG-DAY)" <andrew.aldenderfer@lexisnexis.com>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Friday, February 3, 2017 2:46:55 PM
**Subject:** LexisNexis - Form 1285

Hi Rocio,

Thank you for your phone call this afternoon. I have attached the notarized copy of the Form 1295 for the account.

If I can answer any questions, please feel free to contact me at your convenience.

Best regards,
Andrew

Andrew Aldenderfer
Client Manager – State & Local Government
LexisNexis | Legal & Professional
Phone: (937) 247-8129
Fax: (866) 960-2857

---

**AI-58267** **Purchasing Department** **23. A. 3.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**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, vehicles, and boats as "Surplus" for the purpose of sale through online auction scheduled for 2-17-2017 thru 03-03-2017 in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received on either auction date,

B. Requesting authority to publish advertisement for the auction of surplus scheduled for 2-17-2017 including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

**BACKGROUND**

---

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:**

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

**BUDGETARY IMPACT:**

Revenues from Sale

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

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

**BUDGETARY IMPACT:**

No fiscal impact.

---

## Attachments

Code

Exhibit A

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/31/2017 10:20 AM |
| Budget & Management | Veronica Ortiz | 01/31/2017 10:22 AM |
| Linda Flores | Linda Flores | 02/02/2017 05:01 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Roy Garcia Started On: 01/27/2017 04:20 PM

Final Approval Date: 02/02/2017

## 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.

Pending Auction List

**AI-58401** **Purchasing Department** **23. A. 4.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Glinda Pacheco, EXECUTIVE OFFICE

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

A. Acceptance of Quote #00001409 from HART InterCivic, awarded vendor, through BuyBoard Coop. Program Contract #460-14 Voting Equipment [as approved by state of Texas Certification Process] including the Contract document [reviewed/approved as to form by HC-DA/Civil Section] with authority to purchase same through a submitted Electronic Requisition and processed Purchase Order System in the amount of $5,491,500.00 [with details on both the Contract document and/with attached Quote herein] and approval to have County Judge to execute HART Interactive Contract Documents and subject to compliance with form 1295 and any other statutory/policy requirements, if and when applicable;

B. Pursuant to TxLGC 263.152(a)(2), approval to declare "Surplus" all ES&S Ivotronic Voting Equipment, Accessories, Software and authority for HC [upon the anniversary of renewals] issuing written notices of non-renewing maintenance and support agreements [as detailed on schedule attached hereto] with actual "trade-in" of the items to HART InterCivic [with corresponding credit of $750K] with transfer of all equipment as agreed upon by both HART Interactive & Hidalgo County [through Elections Dept.] and pursuant to contract terms/conditions;

| Description | Duration / End Date | Qty. | Deadline to mail Termination Letter |
|---|---|---|---|
| Ivotronic Voting Machines | 2/1/2016 - 1/31/2017 | 267 Plus 650 Machines | 12/31/2016 |
| Ivotronic Voting Machines | 5/1/2016 - 4/30/2017 | 70 Voting Machines | 3/30/2017 |
| Unity Software Renewal License | 7/1/2016 - 6/30/2017 | 1 Software License | 5/30/2017 |
| Unity ERM Software Renewal License | 9/1/2016 - 8/31/2017 | 1 Software License | 7/31/2017 |
| Ivotronic Voting Machines | 8/1/2016 - 7/31/2017 | 464 Voting Machines | 6/30/2017 |

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1350-414-00-130-025-0-XXX

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

**BUDGETARY IMPACT:**

Funds available pending year-end carryover under CO's 2016-Election Voting Machines (1350, 025), obj. 430, & 751.

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-414-00-130-001-0-XXX

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

**BUDGETARY IMPACT:**

Funds available pending approval of AI #57931, CC 1-10-17 obj. 610 & 660 G/F.

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1283-414-00-130-024-0-XXX

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

**BUDGETARY IMPACT:**

Funds available pending year-end grant carryover (HAVA), obj. 430, 610, & 660.

---

**Attachments**

Book Value
Final Voting Equipment Quote
Secretary Of State Certification
Hart Intercivic Verity Master Agreement
Legal's Approval
Hart Intercivic Web Price verification
HB 1295 Signed, Notarized & Acknowledged
SAM'S Document
Insurances
end dates

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:44 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Glinda Pacheco | | Started On: 02/02/2017 05:08 PM |
| Final Approval Date: 02/02/2017 | | |

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
Book Value

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2000 | | | | | | | | |
| 1 | 35584 | ES&S 550 OMR Ballot Scanner System | 44,115.00 | 12/28/00 | 2000 | 2016 | 6 | 16 | $4,411.50 |

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
Book Value

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2006 Software | | | | | | | | |
| 1 | 43843 | HAVA-BALLOT ON DEMAND SOFTWARE | 19,369.29 | 1/3/06 | 2006 | 2016 | 5 | 10 | $1,936.93 |
| 2 | 43844 | ELECTION DATA MANAGER SOFTWARE | 13,835.20 | 1/3/06 | 2006 | 2016 | 7 | 10 | $1,383.52 |
| 3 | 43845 | I VOTRONIC IMAGE MANAGER SOFTWARE | 5,534.08 | 1/3/06 | 2006 | 2016 | 7 | 10 | $553.41 |
| 4 | 43846 | HARDWARE PROGRAMMING MGR SOFTWARE | 55,341.72 | 1/3/06 | 2006 | 2016 | 7 | 10 | $5,534.17 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2006 | | | | | | | | |
| 1 | 44755 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 2 | 44756 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 3 | 44757 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 4 | 44758 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 5 | 44759 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 6 | 44760 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 7 | 44761 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 8 | 44762 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 9 | 44763 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 10 | 44764 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 11 | 44765 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 12 | 44766 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 13 | 44767 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 14 | 44768 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 15 | 44769 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 16 | 44770 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 17 | 44771 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 18 | 44772 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 19 | 44773 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 20 | 44774 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 21 | 44775 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 22 | 44776 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 23 | 44777 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 24 | 44778 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 25 | 44779 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 26 | 44780 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 27 | 44781 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 28 | 44782 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 29 | 44783 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 30 | 44784 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 31 | 44785 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 32 | 44786 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 33 | 44787 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 34 | 44788 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 35 | 44789 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 36 | 44790 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 37 | 44791 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 38 | 44792 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 39 | 44793 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 40 | 44794 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 41 | 44795 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 42 | 44796 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 43 | 44797 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 44 | 44798 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 45 | 44799 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 46 | 44800 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 47 | 44801 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 48 | 44802 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 49 | 44803 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 50 | 44804 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 51 | 44805 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 52 | 44806 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 53 | 44807 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 54 | 44808 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 55 | 44809 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 56 | 44810 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 57 | 44811 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 58 | 44812 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 59 | 44813 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 60 | 44814 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 61 | 44815 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 62 | 44816 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 63 | 44817 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 64 | 44818 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 65 | 44819 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 66 | 44820 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 67 | 44821 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 68 | 44822 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 69 | 44823 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 70 | 44824 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 71 | 44825 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 72 | 44826 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 73 | 44827 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 74 | 44828 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 75 | 44829 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 76 | 44830 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 77 | 44831 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 78 | 44832 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 79 | 44833 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 80 | 44834 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 81 | 44835 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 82 | 44836 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 83 | 44837 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 84 | 44838 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 85 | 44839 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 86 | 44840 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 87 | 44841 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 88 | 44842 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 89 | 44843 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 90 | 44844 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 91 | 44845 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 92 | 44846 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 93 | 44847 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 94 | 44848 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 95 | 44849 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 96 | 44850 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 97 | 44851 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 98 | 44852 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 99 | 44853 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 100 | 44854 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 101 | 44855 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 102 | 44856 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 103 | 44857 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 104 | 44858 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 105 | 44859 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 106 | 44860 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 107 | 44861 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 108 | 44862 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 109 | 44863 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 110 | 44864 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 111 | 44865 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 112 | 44866 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 113 | 44867 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 114 | 44868 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 115 | 44869 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 116 | 44870 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 117 | 44871 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 118 | 44872 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 119 | 44873 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 120 | 44874 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 121 | 44875 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 122 | 44876 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 123 | 44877 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 124 | 44878 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 125 | 44879 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 126 | 44880 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 127 | 44881 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 128 | 44882 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 129 | 44883 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 130 | 44884 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 131 | 44885 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 132 | 44886 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 133 | 44887 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 134 | 44888 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 135 | 44889 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 136 | 44890 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 137 | 44891 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 138 | 44892 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 139 | 44893 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 140 | 44894 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 141 | 44895 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 142 | 44896 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 143 | 44897 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 144 | 44898 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 145 | 44899 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 146 | 44900 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 147 | 44901 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 148 | 44902 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 149 | 44903 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 150 | 44904 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 151 | 44905 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 152 | 44906 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 153 | 44907 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 154 | 44908 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 155 | 44909 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 156 | 44910 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 157 | 44911 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 158 | 44912 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 159 | 44913 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 160 | 44914 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 161 | 44915 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 162 | 44916 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 163 | 44917 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 164 | 44918 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 165 | 44919 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 166 | 44920 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 167 | 44921 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 168 | 44922 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 169 | 44923 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 170 | 44924 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 171 | 44925 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 172 | 44926 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 173 | 44927 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 174 | 44928 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 175 | 44929 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 176 | 44930 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 177 | 44931 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 178 | 44932 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 179 | 44933 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 180 | 44934 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 181 | 44935 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 182 | 44936 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 183 | 44937 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 184 | 44938 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 185 | 44939 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 186 | 44940 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 187 | 44941 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 188 | 44942 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 189 | 44943 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 190 | 44944 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 191 | 44945 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 192 | 44946 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 193 | 44947 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 194 | 44948 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 195 | 44949 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 196 | 44950 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 197 | 44951 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 198 | 44952 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 199 | 44953 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 200 | 44954 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 201 | 44955 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 202 | 44956 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 203 | 44957 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 204 | 44958 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 205 | 44959 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 206 | 44960 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 207 | 44961 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 208 | 44962 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 209 | 44963 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 210 | 44964 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 211 | 44965 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 212 | 44966 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 213 | 44967 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 214 | 44968 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 215 | 44969 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 216 | 44970 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 217 | 44971 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 218 | 44972 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 219 | 44973 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 220 | 44974 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 221 | 44975 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 222 | 44976 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 223 | 44977 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 224 | 44978 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 225 | 44979 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 226 | 44980 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 227 | 44981 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 228 | 44982 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 229 | 44983 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 230 | 44984 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 231 | 44985 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 232 | 44986 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 233 | 44987 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 234 | 44988 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 235 | 44989 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 236 | 44990 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 237 | 44991 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 238 | 44992 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 239 | 44993 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 240 | 44994 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 241 | 44995 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 242 | 44996 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 243 | 44997 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 244 | 44998 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 245 | 44999 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 246 | 45000 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 247 | 45001 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 248 | 45002 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 249 | 45003 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 250 | 45004 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 251 | 45005 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 252 | 45006 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 253 | 45007 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 254 | 45008 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 255 | 45009 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 256 | 45010 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 257 | 45011 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 258 | 45012 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 259 | 45013 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 260 | 45014 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 261 | 45015 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 262 | 45016 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 263 | 45017 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 264 | 45018 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 265 | 45019 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 266 | 45020 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 267 | 45021 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 268 | 45022 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 269 | 45023 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 270 | 45024 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 271 | 45025 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 272 | 45026 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 273 | 45027 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 274 | 45028 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 275 | 45029 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 276 | 45030 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 277 | 45031 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 278 | 45032 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 279 | 45033 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 280 | 45034 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 281 | 45035 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 282 | 45036 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 283 | 45037 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 284 | 45038 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 285 | 45039 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 286 | 45040 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 287 | 45041 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 288 | 45042 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 289 | 45043 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 290 | 45044 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 291 | 45045 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 292 | 45046 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 293 | 45047 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 294 | 45048 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 295 | 45049 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 296 | 45050 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 297 | 45051 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 298 | 45052 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 299 | 45053 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 300 | 45054 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 301 | 45055 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 302 | 45056 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 303 | 45057 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 304 | 45058 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 305 | 45059 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 306 | 45060 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 307 | 45061 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 308 | 45062 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 309 | 45063 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 310 | 45064 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 311 | 45065 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 312 | 45066 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 313 | 45067 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 314 | 45068 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 315 | 45069 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 316 | 45070 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 317 | 45071 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 318 | 45072 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 319 | 45073 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 320 | 45074 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 321 | 45075 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 322 | 45076 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 323 | 45077 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 324 | 45078 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 325 | 45079 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 326 | 45080 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 327 | 45081 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 328 | 45082 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 329 | 45083 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 330 | 45084 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 331 | 45085 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 332 | 45086 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 333 | 45087 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 334 | 45088 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 335 | 45089 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 336 | 45090 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 337 | 45091 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 338 | 45092 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 339 | 45093 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 340 | 45094 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 341 | 45095 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 342 | 45096 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 343 | 45097 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 344 | 45098 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 345 | 45099 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 346 | 45100 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 347 | 45101 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 348 | 45102 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 349 | 45103 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 350 | 45104 | 15" IVOTRONIC VOTING UNIT | 2,767.04 | 1/3/06 | 2006 | 2016 | 7 | 10 | $276.70 |
| 351 | 45105 | 15" SUPERVISOR UNIT/PEB | 2,435.00 | 1/3/06 | 2006 | 2016 | 7 | 10 | $243.50 |
| 352 | 45106 | 15" SUPERVISOR UNIT/PEB | 2,435.00 | 1/3/06 | 2006 | 2016 | 7 | 10 | $243.50 |
| 353 | 45107 | 15" SUPERVISOR UNIT/PEB | 2,435.00 | 1/3/06 | 2006 | 2016 | 7 | 10 | $243.50 |
| 354 | 45108 | 15" SUPERVISOR UNIT/PEB | 2,435.00 | 1/3/06 | 2006 | 2016 | 7 | 10 | $243.50 |
| 355 | 45109 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 356 | 45110 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 357 | 45111 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 358 | 45112 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 359 | 45113 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 360 | 45114 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 361 | 45115 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 362 | 45116 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 363 | 45117 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 364 | 45118 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 365 | 45119 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 366 | 45120 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 367 | 45121 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 368 | 45122 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 369 | 45123 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 370 | 45124 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 371 | 45125 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 372 | 45126 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 373 | 45127 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 374 | 45128 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 375 | 45129 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 376 | 45130 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 377 | 45131 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 378 | 45132 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 379 | 45133 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 380 | 45134 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 381 | 45135 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 382 | 45136 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 383 | 45138 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 384 | 45139 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 385 | 45140 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 386 | 45141 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 387 | 45142 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 388 | 45143 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 389 | 45144 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 390 | 45145 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 391 | 45146 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 392 | 45147 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 393 | 45148 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 394 | 45149 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 395 | 45150 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 396 | 45151 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 397 | 45152 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 398 | 45153 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 399 | 45154 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 400 | 45155 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 401 | 45156 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 402 | 45157 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 403 | 45158 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 404 | 45159 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 405 | 45160 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 406 | 45161 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 407 | 45162 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 408 | 45163 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 409 | 45164 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 410 | 45165 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 411 | 45166 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 412 | 45167 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 413 | 45168 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 414 | 45169 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 415 | 45170 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 416 | 45171 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 417 | 45172 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 418 | 45173 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 419 | 45174 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 420 | 45175 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 421 | 45176 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 422 | 45177 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 423 | 45178 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 424 | 45179 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 425 | 45180 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 426 | 45181 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 427 | 45182 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 428 | 45182 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 429 | 45183 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 430 | 45184 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 431 | 45185 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 432 | 45186 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 433 | 45187 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 434 | 45188 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 435 | 45189 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 436 | 45190 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 437 | 45191 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 438 | 45192 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 439 | 45193 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 440 | 45194 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 441 | 45195 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 442 | 45196 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 443 | 45197 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 444 | 45198 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 445 | 45199 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 446 | 45200 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 447 | 45201 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 448 | 45202 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 449 | 45203 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 450 | 45204 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 451 | 45205 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 452 | 45206 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 453 | 45207 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 454 | 45208 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 455 | 45209 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 456 | 45210 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 457 | 45211 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 458 | 45212 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 459 | 45213 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 460 | 45214 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 461 | 45215 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 462 | 45216 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 463 | 45217 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 464 | 45218 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 465 | 45219 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 466 | 45220 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 467 | 45221 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 468 | 45222 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 469 | 45223 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 470 | 45224 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 471 | 45225 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 472 | 45226 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 473 | 45227 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 474 | 45228 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 475 | 45229 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 476 | 45230 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 477 | 45231 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 478 | 45232 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 479 | 45233 | 15" ADA IVO. VOTING UNIT | 3,314.91 | 1/3/06 | 2006 | 2016 | 7 | 10 | $331.49 |
| 480 | 45234 | LASER PRINTER/ BALLOT IMAGE MANAGER | 10,271.26 | 1/3/06 | 2006 | 2016 | 5 | 10 | $1,027.13 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2006 | | | | | | | | |
| 1 | 45345 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 2 | 45346 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 3 | 45347 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 4 | 45348 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 5 | 45349 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 6 | 45350 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 7 | 45351 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 8 | 45352 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 9 | 45353 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 10 | 45354 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 11 | 45355 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 12 | 45356 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 13 | 45357 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 14 | 45358 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 15 | 45359 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 16 | 45360 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 17 | 45361 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 18 | 45362 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 19 | 45363 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 20 | 45364 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 21 | 45365 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 22 | 45366 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 23 | 45367 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 24 | 45368 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 25 | 45369 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 26 | 45370 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 27 | 45371 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 28 | 45372 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 29 | 45373 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 30 | 45374 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 31 | 45375 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 32 | 45376 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 33 | 45377 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 34 | 45378 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 35 | 45379 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 36 | 45380 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 37 | 45381 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 38 | 45382 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 39 | 45383 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 40 | 45384 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 41 | 45385 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 42 | 45386 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 43 | 45387 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 44 | 45388 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 45 | 45389 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 46 | 45390 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 47 | 45391 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 48 | 45392 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 49 | 45393 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 50 | 45394 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 51 | 45395 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 52 | 45396 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 53 | 45397 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 54 | 45398 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 55 | 45399 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 56 | 45400 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 57 | 45401 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 58 | 45402 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 59 | 45403 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 60 | 45404 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 61 | 45405 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 62 | 45406 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 63 | 45407 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 64 | 45408 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 65 | 45409 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 66 | 45410 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 67 | 45411 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 68 | 45412 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 69 | 45413 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 70 | 45414 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 71 | 45415 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 72 | 45416 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 73 | 45417 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 74 | 45418 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 75 | 45419 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 76 | 45420 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 77 | 45421 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 78 | 45422 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 79 | 45423 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 80 | 45424 | 15" IVOTRONIC VOTER UNIT | 2,576.13 | 4/4/06 | 2006 | 2016 | 7 | 10 | $257.61 |
| 81 | 45425 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 82 | 45426 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 83 | 45427 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 84 | 45428 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 85 | 45429 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 86 | 45430 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 87 | 45431 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 88 | 45432 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 89 | 45433 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 90 | 45434 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 91 | 45435 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 92 | 45436 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 93 | 45437 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 94 | 45438 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 95 | 45439 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 96 | 45440 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 97 | 45441 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 98 | 45442 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 99 | 45443 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 100 | 45444 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 101 | 45445 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 102 | 45446 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 103 | 45447 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 104 | 45448 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 105 | 45449 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 106 | 45450 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 107 | 45451 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 108 | 45452 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 109 | 45453 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 110 | 45454 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 111 | 45456 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 112 | 45457 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 113 | 45458 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 114 | 45459 | 15" ADA VOTING UNIT | 3,086.20 | 4/4/06 | 2006 | 2016 | 7 | 10 | $308.62 |
| 115 | 45460 | IVOTRONICS SUPERVISOR TERMINAL | 2,266.99 | 4/4/06 | 2006 | 2016 | 7 | 10 | $226.70 |
| 116 | 45461 | IVOTRONICS SUPERVISOR TERMINAL | 2,266.99 | 4/4/06 | 2006 | 2016 | 7 | 10 | $226.70 |
| 117 | 45462 | IVOTRONIC TRAINING TOOL (12" DRE) | 3,601.43 | 4/4/06 | 2006 | 2016 | 7 | 10 | $360.14 |
| 118 | 45463 | 650 CENTRAL SCANNER TABLE | 39,672.19 | 4/4/06 | 2006 | 2016 | 7 | 10 | $3,967.22 |
| 119 | 45464 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 120 | 45465 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 121 | 45466 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 122 | 45467 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 123 | 45468 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 124 | 45469 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 125 | 45470 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 126 | 45471 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 127 | 45472 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 128 | 45473 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 129 | 45474 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 130 | 45475 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 131 | 45476 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 132 | 45477 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 133 | 45478 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 134 | 45479 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 135 | 45480 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 136 | 45481 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 137 | 45482 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 138 | 45483 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 139 | 45484 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 140 | 45485 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 141 | 45486 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 142 | 45487 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 143 | 45488 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 144 | 45489 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 145 | 45490 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 146 | 45491 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 147 | 45492 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |
| 148 | 45493 | 15" ADA IVO. VOTING UNIT | 3,770.00 | 4/4/06 | 2006 | 2016 | 7 | 10 | $377.00 |

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
Book Value

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2006 Software | | | | | | | | |
| 1 | 45546 | 476 FIRMWARE USAGE AGR IVOTRONIC | 14,280.00 | 5/30/06 | 2006 | 2016 | 5 | 10 | $1,428.00 |
| 2 | 45547 | BALLOT IMAGE MGR-LIC AGRMT | 2,000.00 | 5/30/06 | 2006 | 2016 | 5 | 10 | $200.00 |
| 3 | 45548 | BALLOT ON DEMAND-LIC AGRMT | 1,000.00 | 5/30/06 | 2006 | 2016 | 5 | 10 | $100.00 |
| 4 | 45549 | ELECTION DATA MANAGER-LIC AGRMT | 2,500.00 | 5/30/06 | 2006 | 2016 | 5 | 10 | $250.00 |
| 5 | 45550 | HARDWARE PROG MGR-LIC AGRMT | 10,000.00 | 5/30/06 | 2006 | 2016 | 5 | 10 | $1,000.00 |
| 6 | 45551 | IVOTRONIC IMAGE MGR-LIC AGRMT | 2,500.00 | 5/30/06 | 2006 | 2016 | 5 | 10 | $250.00 |

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
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input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2006 | | | | | | | | |
| 1 | 45645 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 2 | 45646 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 3 | 45647 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 4 | 45648 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 5 | 45649 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 6 | 45650 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 7 | 45651 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 8 | 45652 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 9 | 45653 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 10 | 45654 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 11 | 45655 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 12 | 45656 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 13 | 45657 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 14 | 45658 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |
| 15 | 45659 | 15" ADA VOTING UNIT | 3,095.00 | 8/15/06 | 2006 | 2016 | 7 | 10 | $309.50 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2008 | | | | | | | | |
| 1 | 47041 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 2 | 47042 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 3 | 47043 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 4 | 47044 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 5 | 47045 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 6 | 47046 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 7 | 47047 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 8 | 47048 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 9 | 47049 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 10 | 47050 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 11 | 47051 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 12 | 47052 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 13 | 47053 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 14 | 47054 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 15 | 47055 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 16 | 47056 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 17 | 47057 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 18 | 47058 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 19 | 47059 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 20 | 47060 | 15" ADA IVO VOTER UNIT | 2,555.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $255.50 |
| 21 | 47061 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 22 | 47062 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 23 | 47063 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 24 | 47064 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 25 | 47065 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 26 | 47066 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 27 | 47067 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 28 | 47068 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 29 | 47069 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 30 | 47070 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 31 | 47071 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 32 | 47072 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 33 | 47073 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 34 | 47074 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 35 | 47075 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 36 | 47076 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 37 | 47077 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 38 | 47078 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 39 | 47079 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 40 | 47080 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 41 | 47081 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 42 | 47082 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 43 | 47083 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 44 | 47084 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 45 | 47085 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 46 | 47086 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 47 | 47087 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 48 | 47088 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 49 | 47089 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 50 | 47090 | 15" ADA IVO VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 51 | 47091 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 52 | 47092 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 53 | 47093 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 54 | 47094 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 55 | 47095 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 56 | 47096 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 57 | 47097 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 58 | 47098 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 59 | 47099 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 60 | 47100 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 61 | 47101 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 62 | 47102 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 63 | 47103 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 64 | 47104 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 65 | 47105 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 66 | 47106 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 67 | 47107 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 68 | 47108 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 69 | 47109 | 15" IVOTRONIC VOTER UNIT | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |
| 70 | 47110 | 15" IVOTRONIC VOTER TERMINAL W/BOOTH | 3,050.00 | 12/30/08 | 2008 | 2016 | 7 | 8 | $305.00 |

HIDALGO COUNTY, TEXAS
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**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2011 | | | | | | | | |
| 1 | 54696 | OKIDATA C9650 BALLOT PRINTER | 4,675.00 | 12/29/11 | 2011 | 2016 | 6 | 5 | $467.50 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| | 2012 | | | | | | | | |
| 1 | 54724 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 2 | 54725 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 3 | 54726 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 4 | 54727 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 5 | 54728 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 6 | 54729 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 7 | 54730 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 8 | 54731 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 9 | 54732 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 10 | 54733 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 11 | 54734 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 12 | 54735 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 13 | 54736 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 14 | 54737 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 15 | 54738 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 16 | 54739 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 17 | 54740 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 18 | 54741 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 19 | 54742 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 20 | 54743 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 21 | 54744 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 22 | 54745 | USED 15" IVONTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 23 | 54746 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 24 | 54747 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 25 | 54748 | USED 15"  IVOTRONIC ADA TERMINAL | 1,721.54 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 26 | 54749 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 27 | 54750 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 28 | 54751 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 29 | 54752 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 30 | 54753 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 31 | 54754 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 32 | 54755 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 33 | 54756 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 34 | 54757 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 35 | 54758 | USED 15" IVOTRONIC ADA TERMINAL | 1,721.53 | 3/20/12 | 2012 | 2016 | 7 | 4 | $172.15 |
| 36 | 54759 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 37 | 54760 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 38 | 54761 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 39 | 54762 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 40 | 54763 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 41 | 54764 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 42 | 54765 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 43 | 54766 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 44 | 54767 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 45 | 54768 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 46 | 54769 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 47 | 54770 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 48 | 54771 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 49 | 54772 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 50 | 54773 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 51 | 54774 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 52 | 54775 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 53 | 54776 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 54 | 54777 | USED 15" IVOTRONIC VOTER ASSIST T | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 55 | 54778 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 56 | 54779 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 57 | 54780 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 58 | 54781 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 59 | 54782 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 60 | 54783 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 61 | 54784 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 62 | 54785 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 63 | 54786 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 64 | 54787 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 65 | 54788 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 66 | 54789 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 67 | 54790 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 68 | 54791 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 69 | 54792 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 70 | 54793 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 71 | 54794 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 72 | 54795 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 73 | 54796 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 74 | 54797 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 75 | 54798 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 76 | 54799 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 77 | 54800 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 78 | 54801 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 79 | 54802 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 80 | 54803 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 81 | 54804 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 82 | 54805 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 83 | 54806 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 84 | 54807 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 85 | 54808 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 86 | 54809 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 87 | 54810 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 88 | 54811 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 89 | 54812 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 90 | 54813 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 91 | 54814 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 92 | 54815 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 93 | 54816 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 94 | 54817 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 95 | 54818 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 96 | 54819 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 97 | 54820 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 98 | 54821 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 99 | 54822 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 100 | 54823 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 101 | 54824 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 102 | 54825 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 103 | 54826 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 104 | 54827 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 105 | 54828 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 106 | 54829 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 107 | 54830 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 108 | 54831 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 109 | 54832 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 110 | 54833 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
Book Value

input info
**Elections**

| | Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage(yrs) | Residual Value 10% |
|---|---|---|---|---|---|---|---|---|---|
| 111 | 54834 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 112 | 54835 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 113 | 54836 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 114 | 54837 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 115 | 54838 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 116 | 54839 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 117 | 54840 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 118 | 54841 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 119 | 54842 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |
| 120 | 54843 | USED 15" IVOTRONIC VOTER TRML | 1,619.96 | 3/20/12 | 2012 | 2016 | 7 | 4 | $162.00 |

| Qty | |
|---|---|
| **845** | **Total Book Value** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $39,703.50 | $6,617.25 | $39,703.50 | $4,411.50 |
| | | | **$4,411.50** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $17,432.36 | $3,486.47 | $17,432.36 | $1,936.93 |
| $12,451.68 | $1,778.81 | $12,451.68 | $1,383.52 |
| $4,980.67 | $711.52 | $4,980.67 | $553.41 |
| $49,807.55 | $7,115.36 | $49,807.55 | $5,534.17 |
| | | | **$9,408.03** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,490.34 | $355.76 | $2,490.34 | $276.70 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,490.34 | $355.76 | $2,490.34 | $276.70 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,490.34 | $355.76 | $2,490.34 | $276.70 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,490.34 | $355.76 | $2,490.34 | $276.70 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,490.34 | $355.76 | $2,490.34 | $276.70 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,490.34 | $355.76 | $2,490.34 | $276.70 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,490.34 | $355.76 | $2,490.34 | $276.70 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $2,983.42 | $426.20 | $2,983.42 | $331.49 |
| $9,244.13 | $1,848.83 | $9,244.13 | $1,027.13 |
| | | | **$140,283.90** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,318.52 | $331.22 | $2,318.52 | $257.61 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,318.52 | $331.22 | $2,318.52 | $257.61 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,777.58 | $396.80 | $2,777.58 | $308.62 |
| $2,777.58 | $396.80 | $2,777.58 | $308.62 |
| $2,777.58 | $396.80 | $2,777.58 | $308.62 |
| $2,777.58 | $396.80 | $2,777.58 | $308.62 |
| $2,040.29 | $291.47 | $2,040.29 | $226.70 |
| $2,040.29 | $291.47 | $2,040.29 | $226.70 |
| $3,241.29 | $463.04 | $3,241.29 | $360.14 |
| $35,704.97 | $5,100.71 | $35,704.97 | $3,967.22 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| $3,393.00 | $484.71 | $3,393.00 | $377.00 |
| | | | **$47,192.88** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $12,852.00 | $2,570.40 | $12,852.00 | $1,428.00 |
| $1,800.00 | $360.00 | $1,800.00 | $200.00 |
| $900.00 | $180.00 | $900.00 | $100.00 |
| $2,250.00 | $450.00 | $2,250.00 | $250.00 |
| $9,000.00 | $1,800.00 | $9,000.00 | $1,000.00 |
| $2,250.00 | $450.00 | $2,250.00 | $250.00 |
| | | | **$3,228.00** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| $2,785.50 | $397.93 | $2,785.50 | $309.50 |
| | | | **$4,642.50** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,299.50 | $328.50 | $2,299.50 | $255.50 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| $2,745.00 | $392.14 | $2,745.00 | $305.00 |
| | | | **$20,360.00** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $4,207.50 | $701.25 | $4,207.50 | $467.50 |
| | | | **$467.50** |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.39 | $221.34 | $885.36 | $836.18 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,549.38 | $221.34 | $885.36 | $836.17 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |

Prepared By: Omar Salinas

Requested By: Yvonne Ramon

12/22/2016

| Depreciable Value | Yearly Depreciation | Current Depreciation | **Current Book Value** |
|---|---|---|---|
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| $1,457.96 | $208.28 | $833.12 | $786.84 |
| | | | **$96,147.34** |

**$326,141.65**

HART intercivic

| | |
|---|---|
| Quote Number | 00001409 |
| Account Name | Hidalgo County, TX |
| Grand Total | $5,491,500.00 |

| Item | Unit Price | Quantity | Total Price | BuyBoard Discount Percent | BuyBoard Discount Amount | BuyBoard Price | Additional Discount | Final Discounted Price |
|---|---|---|---|---|---|---|---|---|
| * Verity Controller | $4,650.00 | 220 | $1,023,000.00 | 1% | ($10,230.00) | $1,012,770.00 | ($97,832.76) | $914,937.24 |
| * AutoBallot Kit | $419.00 | 220 | $92,180.00 | 1% | ($921.80) | $91,258.20 | ($8,815.47) | $82,442.73 |
| * Verity Touch | $4,650.00 | 854 | $3,971,100.00 | 1% | ($39,711.00) | $3,931,389.00 | ($379,768.97) | $3,551,620.03 |
| Verity Standard Booth | $0.00 | 854 | $0.00 | 1% | $0.00 | $0.00 | $0.00 | $0.00 |
| * Verity Touch w/ Access | $5,250.00 | 220 | $1,155,000.00 | 1% | ($11,550.00) | $1,143,450.00 | ($110,456.34) | $1,032,993.66 |
| Verity Accessible Booth | $0.00 | 220 | $0.00 | 1% | $0.00 | $0.00 | $0.00 | $0.00 |
| Jelly Switches | $183.70 | 50 | $9,185.00 | 1% | ($91.85) | $9,093.15 | ($878.39) | $8,214.76 |
| vDrive | $66.00 | 260 | $17,160.00 | 1% | ($171.60) | $16,988.40 | ($1,641.07) | $15,347.33 |
| Verity Key | $109.00 | 90 | $9,810.00 | 1% | ($98.10) | $9,711.90 | ($938.16) | $8,773.74 |
| Verity Build | $50,000.00 | 1 | $50,000.00 | 1% | ($500.00) | $49,500.00 | ($4,781.66) | $44,718.34 |
| Verity Build Dimensional Overlays | $0.00 | 1 | $0.00 | 1% | $0.00 | $0.00 | $0.00 | $0.00 |
| Verity Count | $15,000.00 | 1 | $15,000.00 | 1% | ($150.00) | $14,850.00 | ($1,434.50) | $13,415.50 |
| Verity Central | $60,000.00 | 1 | $60,000.00 | 1% | ($600.00) | $59,400.00 | ($5,737.99) | $53,662.01 |
| Canon DR-G1130 Central Scanner | $10,000.00 | 1 | $10,000.00 | 1% | ($100.00) | $9,900.00 | ($956.33) | $8,943.67 |
| Ethernet Switch, 8 Port | $0.00 | 1 | $0.00 | 1% | $0.00 | $0.00 | $0.00 | $0.00 |
| Verity Workstation | $5,800.00 | 3 | $17,400.00 | 1% | ($174.00) | $17,226.00 | ($1,664.02) | $15,561.98 |
| 23" Flat Panel Monitor | $0.00 | 3 | $0.00 | 1% | $0.00 | $0.00 | $0.00 | $0.00 |
| Okidata B431D Printer | $325.00 | 3 | $975.00 | 1% | ($9.75) | $965.25 | ($93.24) | $872.01 |
| Black Toner, Okidata B431D | $165.00 | 3 | $495.00 | 1% | ($4.95) | $490.05 | ($47.34) | $442.71 |
| Okidata C911 Printer w/ Starter Cartridges | $6,000.00 | 1 | $6,000.00 | 1% | ($60.00) | $5,940.00 | ($573.80) | $5,366.20 |
| Okidata ML-1120 Line Printer | $300.00 | 1 | $300.00 | 1% | ($3.00) | $297.00 | ($28.69) | $268.31 |
| Toner Cartridge, Okidata C911, Black | $130.00 | 1 | $130.00 | 1% | ($1.30) | $128.70 | ($12.43) | $116.27 |
| Corrugated Plastic Transfer Case for Verity Voting Device | $70.00 | 1,294 | $90,580.00 | 1% | ($905.80) | $89,674.20 | ($8,662.45) | $81,011.75 |
| Verity Battery Charger, 6 Bay | $540.00 | 35 | $18,900.00 | 1% | ($189.00) | $18,711.00 | ($1,807.47) | $16,903.53 |
| Verity Caddy Cover, 4' Wide | $250.00 | 162 | $40,500.00 | 1% | ($405.00) | $40,095.00 | ($3,873.14) | $36,221.86 |
| Verity Caddy w/ Casters, 4' Wide | $740.00 | 162 | $119,880.00 | 1% | ($1,198.80) | $118,681.20 | ($11,464.51) | $107,216.69 |
| New Implementation Services | $40,000.00 | 1 | $40,000.00 | 1% | ($400.00) | $39,600.00 | ($3,825.32) | $35,774.68 |
| License and Support | $197,175.00 | 1 | $197,175.00 | 0% | $0.00 | $197,175.00 | $0.00 | $197,175.00 |

| | |
|---|---|
| Quote Number | 00001409 |
| Account Name | Hidalgo County, TX |
| Grand Total | $5,491,500.00 |

| | |
|---|---|
| Total Discounted Price | $6,232,000.00 |
| Shipping and Handling (Estimated) | $9,500.00 |
| Solution Price | $6,241,500.00 |
| Competitive Product Trade-In Discount | ($750,000.00) |
| Grand Total | $5,491,500.00 |

| | | | |
|---|---|---|---|
| Bill To | 101 S 10th Ave.<br>Edinburg, TX 78539 | Ship To | 101 S 10th Ave.<br>Edinburg, TX 78539 |

## Customer Contact

| | | | |
|---|---|---|---|
| Contact Name | Yvonne Ramon | Email | yvonne.ramon@co.hidalgo.tx.us |
| | | Phone | (956) 318-2570 or 956-292-7712 |

## General Information

| | | | |
|---|---|---|---|
| Expiration Date | 6/28/2016 | Instructions | Please fax with signature to (512) 252-6921 or scan and email to fliston@hartic.com to place this order. |
| Payment Terms | Net 30 | | |

## Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.
Grand Total includes estimated Shipping and Handling.
Pricing subject to inventory availability at time of quote execution and acceptance.
Competitive Product Trade-in Discount is fixed and does not vary with quantity of returned competitive product. Hart will pick-up the competitive product between June 16 and July 28, 2017.
Products marked with an asterisk (*) above are currently in the Texas state certification process. As per the terms of the BuyBoard contract, once the product is certified, it is added to Hart's BuyBoard Contract #460-14. The projected pricing and discounts for these items is provided herein and will be added to Hart's BuyBoard Contract prior to delivery.
The discount offered herein expires if the signed quote is not returned to Hart by 5:00 PM on June 28, 2016.
Customer agrees to accept delivery of equipment upon inventory availability and no later than 12/31/16.
Taxes will be calculated in conjunction with the Customer based on the final approved price list.

## Hart Approval

| | | | |
|---|---|---|---|
| Prepared By | Felice Liston | Title | Director of Sales |
| Signature | Felice Liston | | |

## Customer Approval

Name: _____ Title: _____

Customer Approval: _____ Date: _____

# The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

Carlos H. Cascos
Secretary of State

December 27, 2016

Yvonne Ramon
Hidalgo County Elections Administrator
101 S. 10th Avenue
Edinburg, Texas 78539

Dear Ms. Ramon:

We are in receipt of a copy of the proposed contract and quote between Hidalgo County and Hart InterCivic ("Hart"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract and quote indicate the county plans to acquire Hart's Verity 2.0 which includes the Hart Verity Touch DRE and Verity Touch with Access DRE, both of which have firmware version 2.0.3. The contract also indicates that the county plans to acquire Verity Build, Verity Central, Verity Count, and Verity Controller, all of which have software version 2.0.2. This letter will serve as confirmation from our office that these systems are currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore, officially, approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

Keith Ingram
Director of Elections

Enclosures

KI: AF

# The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov
www.votetexas.gov

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Carlos H. Cascos
Secretary of State

## REPORT OF REVIEW OF HART INTERCIVIC's VERITY 2.0 VOTING SYSTEM

### PRELIMINARY STATEMENT

On June 29th and 30th, 2016, Hart InterCivic, Inc. (the "Vendor") presented Verity Voting 2.0 Voting System for examination and certification ("Verity 2.0"). The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Stephen Berger, an expert in electronic data communication systems;
2. Mr. Tom Watson, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Ms. Christina Worrell Adkins, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Dr. Jim Sneeringer, an expert in electronic data communication systems
2. Ms. Amanda Crawford, Texas Attorney General's Employee.

On June 29, 2016, Mr. Berger, Mr. Watson, Dr. Sneeringer, and Ms. Adkins witnessed the installation of the Verity 2.0 software and firmware that the Office of the Texas Secretary of State (the "Office") received directly from the Independent Testing Authority. Ms. Adkins examined the accessibility components of the Verity Touch Writer and Verity Touch with Access. Also, Mr. Tim Juro, a staff attorney with the Office, reviewed the accessibility components of the Verity Touch Writer and Verity Touch with Access.

On June 30, 2016, the Vendor demonstrated the system, answered questions presented by the examiners, and test ballots were then processed on each voting device. Each examiner attended. The results were accumulated and later verified for accuracy by the Secretary of State staff.

Other members of the Office of the Texas Secretary of State's Elections Division staff and other staff from the Office of the Attorney General were present at various points during the two day examination. Examiner reports on the system are attached hereto and incorporated herein by this reference.

On August 31, 2016, a public hearing was conducted in which interested persons were given an opportunity to express views for or against certification of the system.

## BRIEF DESCRIPTION OF VERITY 2.0

With the exception of Verity Data, Verity Controller, Verity Touch and Verity Touch with Access, the products listed below are upgrades to previous qualified versions of either hardware and/or software that have been certified for use in the State of Texas.

The Verity 2.0 Voting System has been evaluated at an accredited independent voting system testing laboratory for conformance to the 2005 Voluntary Voting System Guidelines (VVSG). It has received Elections Assistance Commission (EAC) # HRTVerity2.0 on April 27, 2016. The components of Verity 2.0 include:

| Component | Version | Description |
|---|---|---|
| Verity Build | 2.0.2 | Election definition software application |
| Verity Central | 2.0.2 | Central scanning software |
| Verity Count | 2.0.2 | Central count tabulation and reporting software application |
| Verity User Management | 2.0.2 | User Management Software application |
| Verity Election Management | 2.0.2 | Data Management Software application |
| Verity Desktop | 2.0.2 | Workstation management software |
| Verity Scan | 2.0.3 | Digital scanner (precinct scanner) (firmware) |
| Verity Touch Writer with Access | 2.0.3 | Ballot Marking device with audio/tactile interface |
| Verity Data | 2.0.2 | Election definition software application |
| Verity Controller | 2.0.3 | Controller unit for Verity Touch/Verity Touch with Access |
| Verity Touch | 2.0.3 | Direct recording electronic voting machine (DRE) |
| Verity Touch with Access | 2.0.3 | Controller for Verity Touch DAU unit |

## FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, Texas voting system examiner reports, comments received at the public hearing held on August 31, 2016, and written public comments received.

The majority of the public comments received regarded the Verity Touch direct recording electronic (DRE) voting machine not producing a Voter Verified Paper Audit Trail (VVPAT). There is no federal or state law requiring VVPAT, and therefore, is not a requirement for certification. There were a number of other comments expressing concern that the Verity Touch DRE did not meet the requirements of the Texas Constitution in regards to the numbering of ballots. The Verity Touch DRE numbers ballots through the public counter, which is the method of numbering ballots prescribed by state law, and meets the requirements of the Texas Constitution. There were a number of comments regarding the requirements of the Texas Election Code in regards to the storage of ballot images and use of ballot images in a recount. The Verity Touch meets the requirements of storing

and producing ballot images, which are the electronically produced records of all votes cast by a single voter. In addition, there were a number of public comments received requesting an additional time to review the examiner reports and other materials. The Secretary of State provided more than the ten days after the date of the public hearing for written public comments required under 1 T.A.C. § 81.60, permitting comments outside the ten day public comment period, until November 30, 2016, to allow any interested persons to submit comments.

Each component of Verity 2.0, among other things:

1. Preserves the secrecy of the ballot;
2. Is suitable for the purpose for which it is intended;
3. Operates safely, efficiently, and accurately and complies with the voting system standards adopted by the Election Assistance Commission;
4. Is safe from fraudulent or unauthorized manipulation;
5. Permits voting on all offices and measures to be voted on at the election;
6. Prevents counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevents counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevents counting a vote on the same office or measure more than once;
9. Permits write-in voting;
10. Is capable of permitting straight-party voting; and
11. Is capable of providing records from which the operation of the system may be audited.

## CONDITIONS

During the examination of the system, some examiners identified certain aspects of Verity 2.0 they thought might be improved, though each examiner recommended certification notwithstanding these aspects. There is only one condition on certification:

1. Precinct devices used during early voting by personal appearance, and central accumulators, pursuant to 1 T.A.C .§§ 81.52(h) and 81.62(a), are required to attach continuous feed audit log printers. Due to 1 T.A.C. §§ 81.52(h) and 81.62(a), end-users shall not use Verity Scan 2.0.3 as (1) a precinct device during early voting by personal appearance or (2) a central accumulator.

## CONCLUSION

Accordingly, based upon the foregoing, I hereby certify Verity 2.0 for use in elections in Texas, subject to the above condition.

Signed under my hand and seal of office, this 15th day of December 2016.

Coby Shorter III

COBY SHORTER, III
DEPUTY SECRETARY OF STATE

HART intercivic™

# VERITY

## MASTER AGREEMENT

This Master Agreement ("**Agreement**"), entered into effective as the later of June 15, 2016 or the date in which a statement of certification is issued by the office of the Texas Secretary of State ("the **Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("**Hardware**"), software ("**Software**") licenses and support services ("**Software Support Services**"), warranty services ("**Warranty Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time. Hardware and Software may be referred to as "**Products**" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. **"Third Party Products**"). The foregoing may be referred to together as the "**Verity system**."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as **Exhibit A**. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

| **Customer** | **Hart** |
|---|---|
| Jurisdiction: Hidalgo County, TX | |
| Name: Yvonne Ramón | Hart InterCivic, Inc. |
| Address: 101 S 10th Ave. | 15500 Wells Port Drive |
| Edinburg, TX 78539 | Austin, Texas 78728 |
| | Attn.: Phillip W. Braithwaite, CEO |
| Phone: (956) 318-2570 | 800-223-4278 |
| Facsimile: (956) 318-2569 | 800-831-1485 |
| E-mail: yvonne.ramon@co.hidalgo.tx.us | pbraithwaite@hartic.com |
| Executed By: _____ | _____ |
| Name: Ramon Garcia | Phillip W. Braithwaite |
| Title: County Judge | CEO |

This Agreement is not effective until executed by both parties.
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

## 1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

## 2. PRICING

2.1. **Products**. Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.

2.2. **Annual License and Support Fee**. The "**Annual Fee**" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified as the "**Initial Annual Fee**" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.

2.3. **Other Services**. Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.

2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.

2.5. **Taxes**. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

## 3. PAYMENT

3.1. **Products**. Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.

3.2. **Annual Fee**. The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.

3.3. **Other Services**. Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

3.4. **Payment Mechanics**. Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.

3.5. **Late Fees**. Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.

3.6. **Billing Disputes**. If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

## 4. HARDWARE SPECIFIC TERMS

4.1. **Delivery**. Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.

4.2. **Acceptance**. Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.

4.3. **Installation**. A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.

4.4. **Title and Transportation**. Hardware Products are shipped Ex Works (Incoterms 2010) from Hart's designated shipping point. Title transfer shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart's designated shipping point. Risk of loss of, or damage to, thereto will pass to Customer upon delivery to Customer. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.

4.5. **Rescheduling and Cancellation**. Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

## 5. SOFTWARE SPECIFIC TERMS

5.1. **License**. Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction

on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software. See Exhibit D for a listing of Sublicensed Software, if any.

5.2. **Records and Audit**. Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.

5.3. **Restrictions**

5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.

5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

5.3.4. Customer shall not publish any results of benchmark tests run on any Software.

5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

## 6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

## 7. PROPRIETARY RIGHTS

7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, bug fixes, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart

7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

## 8. SOFTWARE SUPPORT SERVICES

8.1. **Description of Software Support Services**. Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8.1.1. *General Software Support.* General Software Support will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone, email and online support through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

8.1.2. *Software Support Services.* Software Support Services may consist of periodic updates and specific software "bug" corrections to Hart Proprietary Software, at Hart's discretion. A software "bug" is any malfunction that prevents the Hart Software from performing substantially as described in the then-current technical manual for such software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Hart reserves the right to determine whether any reported, claimed software malfunction is in fact a "bug." Software "bugs" must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There will be on-site service charges for updates and/or "bug" releases of software and there may be feature charges for update or enhancement releases of software.

## 9. WARRANTY AND EXTENDED WARRRANTY

9.1. **Certification**. Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.

9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty period for new Hart Hardware is one (1) year, beginning ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To

request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

9.3. **Hart Proprietary Software Limited Warranty**. Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately as certified). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.

9.4. **Professional Services Warranty**. Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.

9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; or (m) Force Majeure. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9.6. **Third Party Hardware and Sublicensed Software Excluded**. HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD

PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.

9.7. **Limited Remedies**. HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

## 10. PROFESSIONAL SERVICES

10.1. **Professional Services**. Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

## 11. REPRESENTATIONS AND WARRANTIES

11.1. **Due Organization**. Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

11.2. **Conflicting Agreements**. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

## 12. CUSTOMER RESPONSIBILITIES

12.1. **Independent Determination**. Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements

12.2. **Cooperation**. Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

12.3. **Site Preparation**. Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

12.4. **Site Maintenance; Proper Storage**. Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

12.5. **Use**. Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

12.6. **Backups**. Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

## 13. TERM AND TERMINATION

13.1. **Term**.

13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is five (5) years.

13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.

13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

13.2. **Renewals**.

13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.

13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.

13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

13.3. **Termination**.

13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.3.2. *By Customer.* Customer may terminate this Agreement or a License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.

13.4. **Effect of Expiration and Termination**. Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.4, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

## 14. CONFIDENTIALITY

14.1. **Definition**. "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement

14.2. **Non-Use and Non-Disclosure**. Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

14.3. **Return of Confidential Information**. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the

Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.

14.4. **Customer Employees, Agents and Contractors**. Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

## 15. INDEMNIFICATION

15.1. **Indemnity**. Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.

15.2. **Remedies**. As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.

15.3. **Exclusions**. Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.

15.4. **EXCLUSIVE REMEDIES**. THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

## 16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

16.1. **Disclaimer of Warranty**. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTECNANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.

16.2. **Limitations of Liability**: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

16.3. **Third Party Products, Services and Referrals**. In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

## 17. DISPUTE RESOLUTION

17.1. **Disputes and Demands**. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

17.2. **Negotiation and Mediation**. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

17.3. **Injunctive Relief**. Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

17.4. **Time Limit**. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

## 18. GENERAL PROVISIONS

18.1. **Entire Agreement**. This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

18.2. **Interpretation**. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

18.3. **GOVERNING LAW**. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

18.4. **Severability**. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

18.5. **Force Majeure**. "**Force Majeure**" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "Force Majeure" will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other

than, with respect to Customer's performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

18.6. **Compliance with Laws**. Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.

18.7. **Assignment**. Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer's consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.

18.8. **Independent Contractors**. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Hart's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.

18.9. **Notices**. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth ($5^{th}$) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party's address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.

18.10. **Trademarks**. Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.

18.11. **Attorneys' Fees**. In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

18.12. **Equitable Relief**. The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

18.13. **Government Use**. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart's private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

## Exhibit A

## Schedule A or Customer Signed Quote for Initial Order

## Exhibit B

## Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

| | |
|---|---|
| Customer Support Center | 1-866-275-4278 (1-866-ASK-HART) |
| Customer Support Center Fax | 1-512-252-6925 or 1-800-831-1485 |
| E-mail Address | hartsupport@hartic.com |
| Web | https://hartsupporthartic.com |
| Hart InterCivic, Inc. Switchboard | 1-800-223-HART (4278) |
| Hours of Operation | 7AM-6PM Central Time, M-F |
| After Hours | Leave Voicemail with contact information for return call |

***(The rest of this page has been intentionally left blank.)***

## Exhibit C

## Definitions

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Verity Access*™" means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

"*Verity Print*™" means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker's selection of the voter's ballot style or precinct on the Verity Print interface.

*"Verity Controller*™" is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Verity Scan*™" means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

*"Verity Election Office*" means Hart InterCivic's software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

"*Verity Touch*™" means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*Verity Touch Writer*™" means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter's selections on the electronic interface or the Verity Access ATI controller.

*"Verity Voting"* means Hart InterCivic's family of voting system components designed to conform to federal voting system standards.

***(The rest of this page has been intentionally left blank.)***

## Exhibit D

## HART PROPRIETARY AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription:

| ITEM NUMBER | DESCRIPTION | NUMBER OF LICENSES |
|---|---|---|
| 1 | Verity Build | One (1) |
| 2 | Verity Count | One (1) |
| 3 | Verity Central - Server | One (1) |
| | | |
| | | |
| | | |

Licensed Location is the jurisdiction named on the signature page of this Agreement.

Software Sublicensed to Customer via annual subscription:

*None*

***(The rest of this page has been intentionally left blank.)***

**Zimbra** **matilde.faz@co.hidalgo.tx.us**

**Fwd: Update on Hart Agreement**

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Jan 03, 2017 02:18 PM
**Subject :** Fwd: Update on Hart Agreement 1 attachment
**To :** Matilde Faz <matilde.faz@co.hidalgo.tx.us>
**Cc :** Dina Trevino <dina.trevino@co.hidalgo.tx.us>

Here you go.

---

**From:** "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Tuesday, December 27, 2016 9:08:59 AM
**Subject:** Fwd: Update on Hart Agreement

Marty,

I am ok with the additional language added to the quote, which will be made part of the whole agreement.

Thank you,

**Josephine Ramirez Solis**

*Assistant Criminal District Attorney*

Chief - Civil Division

**Office of Criminal District Attorney**

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

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

**********

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.**

**********

---------- Forwarded message ----------
From: **Liston, Felice** <FListon@hartic.com>
Date: Thu, Dec 22, 2016 at 1:45 PM
Subject: RE: Update on Hart Agreement
To: Yvonne Ramon <yvonne.ramon@co.hidalgo.tx.us>
Cc: victor garza <victor.garza@da.co.hidalgo.tx.us>, jonathan almanza <jonathan.almanza@da.co.hidalgo.tx.us>, darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, "Hilda Ann. Salinas" <hilda.a.salinas@co.hidalgo.tx.us>, "Josephine Ramirez (josephine.ramirez@da.co.hidalgo.tx.us)" <josephine.ramirez@da.co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Attached please find Hart's revised quote which includes the incremental $1,500.00 added to the Shipping & Handling line item and the addition of the equipment pick-up dates.

Please let me know if you have any questions,

Felice

---

**From:** Yvonne Ramon [mailto:yvonne.ramon@co.hidalgo.tx.us]
**Sent:** Thursday, December 22, 2016 11:10 AM
**To:** Liston, Felice
**Cc:** victor garza; jonathan almanza; darlene betancourt; Sergio Cruz; Valde Guerra; Hilda Ann. Salinas; Josephine Ramirez (josephine.ramirez@da.co.hidalgo.tx.us); Martha Salazar
**Subject:** Re: Update on Hart Agreement

Good morning, Felice,

What you describe below is exactly what legal had recommended be done. So yes, please add the description to the quote as stated, and resend to all.

Respectfully,

*Yvonne Ramón, CERA*
Elections Administrator
The County of Hidalgo
(956)318-2570

---

**From:** "Felice Liston" <FListon@hartic.com>
**To:** "Yvonne Ramon" <yvonne.ramon@co.hidalgo.tx.us>
**Cc:** "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "jonathan almanza"

<jonathan.almanza@da.co.hidalgo.tx.us>, "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Hilda Ann. Salinas" <hilda.a.salinas@co.hidalgo.tx.us>, "Josephine Ramirez (josephine.ramirez@da.co.hidalgo.tx.us)" <josephine.ramirez@da.co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Wednesday, December 21, 2016 9:24:30 PM
**Subject:** RE: Update on Hart Agreement

Hello Ms. Ramon,

Since the Agreement does not specifically mention the pick-up of the ES&S equipment and the quote does, Hart prefers we add the note regarding pick-up to the quote. The pick-up is an operational item for which Hart offered the County a discount as part of the quoting process. We could add the note to the already existing note in the quote so that it would read:

> Competitive Product Trade-in Discount is fixed and does not vary with quantity of returned competitive product. Hart will pick-up the competitive product between June 16 – July 28, 2016.

Once I receive word that the above is acceptable to the County, I will make the appropriate change to the quote, including adding the incremental $1,500.00 equipment hold fee and then forward the modified quote to you.

Please let me know if you have any questions.

Warm Regards,

Felice

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**From:** Yvonne Ramon [mailto:yvonne.ramon@co.hidalgo.tx.us]
**Sent:** Wednesday, December 21, 2016 10:26 AM
**To:** Josephine Ramirez; martha salazar; Liston, Felice
**Cc:** victor garza; jonathan almanza; darlene betancourt; Sergio Cruz; Valde Guerra; Hilda Ann. Salinas
**Subject:** Update on Hart Agreement

Good morning, Josie and Marty,

Just to be clear on where we are at this point, below are the items that Marty and I addressed in this morning's conversation:

We will add to the Hart Agreement:

**No sooner than June 16, 2017, and no later than, Friday, July 28, 2017, Hidalgo County will release all of the ES&S equipment to Hart. A complete list of the inventory will be included. (This gives us a window in which to get the equipment ready for release.)

FYI: Felice Liston, representing Hart, has agreed to pick up all of the equipment no later that July 28, 2017 . This will give Elections the time needed to use the ES&S equipment for the May, 2017 elections and any runoffs that may occur. This will also give Purchasing time to conduct the inventory as needed. The only equipment that will be utilized is the equipment paid through the August, 2017 maintenance agreement with ES&S. A letter will be sent to ES&S that lists the dates and the equipment that pertain to each maintenance agreement as they no longer are being renewed.

Second point: The $1500 additional cost, due to the holding of the Verity equipment until the January 10, 2017, Commissioner's Court, will be added to the final quote.

Please let me know if there are other items that need to be addressed.

Respectfully,

*Yvonne Ramón, CERA*
Elections Administrator
The County of Hidalgo
(956)318-2570

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

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**Hidalgo, TX - Verity Budget_V11.pdf**
94 KB

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**Zimbra** **matilde.faz@co.hidalgo.tx.us**

## Fwd: Contract Approval - Hart Verity 2.0

**From :** Yvonne Ramon <yvonne.ramon@co.hidalgo.tx.us> Tue, Dec 27, 2016 09:44 AM

**Subject :** Fwd: Contract Approval - Hart Verity 2.0 3 attachments

**To :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>

**Cc :** victor garza <victor.garza@da.co.hidalgo.tx.us>, jonathan almanza <jonathan.almanza@da.co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>, Melanie Esparza <melanie.esparza@co.hidalgo.tx.us>, Hilda Ann. Salinas <hilda.a.salinas@co.hidalgo.tx.us>, Carlos T. Nieto <carlos.nieto@co.hidalgo.tx.us>

Mrs. Salazar,

I received the final approval required before Commissioner's Court gives Judge Garcia the authority to sign the agreement with Hart. Attached please find said documents that should be included in the agenda item to the court.

Should you need any more information, please let me know.

Thank you for your help and support as we move forward with this endeavor.

Respectfully,

*Yvonne Ramón, CERA*
Elections Administrator
The County of Hidalgo
(956)318-2570

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**From:** "Ashley Fischer" <AFischer@sos.texas.gov>
**To:** "yvonne ramon" <yvonne.ramon@co.hidalgo.tx.us>
**Cc:** "Keith Ingram" <KIngram@sos.texas.gov>, "Christina Adkins" <CAdkins@sos.texas.gov>
**Sent:** Tuesday, December 27, 2016 8:42:14 AM
**Subject:** Contract Approval - Hart Verity 2.0

Yvonne,

Please find attached a letter approving the contract between Hart and Hidalgo County, and the Verity 2.0 Certification Report issued by the Secretary of State.

If you have any questions, please let me know.

Thanks,

Ashley

**Ashley Fischer**

Legal Director – Elections Division
Office of the Texas Secretary of State
Telephone: 1.800.252.VOTE
www.sos.state.tx.us
Elections Related Questions: elections@sos.texas.gov
**For Voter Related Information, please visit:**

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*The information contained in this email is intended to provide advice and assistance in election matters per §31.004 of the Texas Election Code. It is not intended to serve as a legal opinion for any matter. Please review the law yourself, and consult with an attorney when your legal rights are involved.*

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**image001.png**
19 KB

**Hidalgo County.pdf**
37 KB

**Verity 2.0 Certification Report.pdf**
634 KB

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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Back



| | |
|---|---|
| **Vendor Name:** | Hart InterCivic, Inc. |
| **Address:** | 15500 Wells Port Drive<br>Austin, TX 78728 |
| **Phone Number:** | (512) 252-6400 |
| **Email:** | fliston@hartic.com |
| **Federal ID:** | 95-3248916 |
| **Contact:** | Felice Liston |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | No |
| **Contract Name:** | Voting Systems Equipment and Supplies |
| **Contract#:** | 460-14 |
| **Effective Date:** | 09/01/2014 |
| **Expiration Date:** | 08/31/2017 |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 30 |
| **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:** | See Extended Exceptions for Voting Systems Advisory. EDGAR Compliance documents ca found under Vendor Documents link below. |
| **Quote Reference Number:** | 460-14 |
| **Return Policy:** | Unused hardware may be returned within 30 days after receipt. |

**Contract Documents**

| | |
|---|---|
| **Proposal Documents:** | **Click to view BuyBoard Proposal Documents** |
| **Vendor Documents:** | **Click to view Vendor Proposal Documents** |
| **Extended Exceptions:** | **Click to view Extended Contract Exceptions** |
| **Regulatory Notice:** | **Click to view Bonding Regulatory Notice** |

Contact us 800-695-2919

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
Hart InterCivic, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

| Vendor | Description | Pricing Sheet | Price | Qty | Add to Cart |
|---|---|---|---|---|---|
| Hart InterCivic, Inc. | 1% Discount Off Hart InterCivic Product catalog for Voting Systems Supplies. Line Item 2 | Pricing Sheet | $0.00 | | Add Show Details |
| Hart InterCivic, Inc. | 1% Discount Off Hart InterCivic Product catalog for Voting Systems Software. Line Item 3 | Pricing Sheet | $0.00 | | Add Show Details |
| Hart InterCivic, Inc. | 1% Discount Off Hart InterCivic Product catalog for Voting Systems Equipment. Line Item 1 | Pricing Sheet | $0.00 | | Add Show Details |
| Hart InterCivic, Inc. | 1% Discount Off Hart InterCivic Product catalog ( **Exception: Annual License & Support Fees are not eligible for discount. These items may be charged at +2% of project cost)** for Election/Voting Services. Line Item 4 | Pricing Sheet | $0.00 | | Add Show Details |
| Hart InterCivic, Inc. | 0% Discount Off Hart InterCivic Product catalog for All Other Voting Systems Related Products. Line Item 5 | Pricing Sheet | $0.00 | | Add Show Details |

Showing 1 to 5 of 5 entries

First Previous 1 Next Last

Contact us 800-695-2919

Hart InterCivic, Inc.
BuyBoard Contract No. 460-14 Voting Systems Equipment and Supplies

| Product Name | Category/Description | Product Code | Product Description | List Price |
|---|---|---|---|---|
| | | **Verity Voting System Products** | | |
| Verity Scan | Voting System Equipment | 3005350 | Precinct-based ballot scanning unit | $6,100.00 |
| Verity Touch Writer w/ Access | Voting System Equipment | 3005352 | Ballot marking device with accessibility | $5,300.00 |
| Canon DR-G1100 Central Scanner | Voting System Equipment | 3005436 | Central ballot scanner | $7,500.00 |
| Canon DR-G1130 Central Scanner | Voting System Equipment | 3005437 | Central ballot scanner | $10,000.00 |
| Kodak i5600 Central Scanner | Voting System Equipment | 3005438 | High-volume scanner | $48,000.00 |
| Okidata B431D Printer w/ Starter Cartridge | Voting System Equipment | 3005370 | Laser printer for report printing | $325.00 |
| Okidata C831 Ballot Printer w/ Starter Cartridges | Voting System Equipment | 3005433 | Ballot printer | $4,000.00 |
| Okidata C911 Ballot Printer w/ Starter Cartridges | Voting System Equipment | 3005434 | Ballot printer | $6,000.00 |
| Okidata ML-1121 Line Printer | Voting System Equipment | 3005435 | Audit log printer | $300.00 |
| Verity PC Workstation (HP Z230) | Voting System Equipment | 2005340 | Workstation for Verity software | $5,450.00 |
| 23" Flat Panel Monitor | Voting System Equipment | 1005400 | Monitor for use with Verity Workstation | $350.00 |
| Custom USB Printer Cable | Voting System Related Products | 2005311 | Custom cable to connect Verity Touch Writer and printer | $10.00 |
| Daisy Chain Cable | Voting System Related Products | 2005312 | | $20.00 |
| Verity Power Cord | Voting System Related Products | 1005325 | | $4.60 |
| Verity Power Supply | Voting System Related Products | 1005230 | | $110.00 |
| Verity Voting Device Battery | Voting System Related Products | 1005015 | Rechargeable battery for Verity voting device | $102.00 |
| Ethernet Cable | Voting System Related Products | 1005398 | | $20.00 |
| Ethernet Switch, 8 Port | Voting System Related Products | 1005399 | | $80.00 |
| Hard Drive, 1 TB | Voting System Related Products | 1005255 | | $450.00 |
| Verity Caddy Cover | Voting System Related Products | 2005374 | Protective cover for Verity storage caddy | $250.00 |
| Verity Caddy with Casters | Voting System Related Products | 3005375 | Storage unit for Verity voting devices; assembly required | $740.00 |
| Drum Kit, Okidata B431D, Black | Voting System Supplies | | Drum kit for Okidata B431D printer | $175.00 |
| Drum Kit, Okidata C831, Black | Voting System Supplies | | Drum kit for Okidata C831 printer | $175.00 |
| Drum Kit, Okidata C911, Black | Voting System Supplies | | Drum kit for Okidata C911 printer | $370.00 |
| Headphone Covers (Box of 100) | Voting System Supplies | 1001-660 | | $31.50 |
| Ribbon Cartridge, Printer, ML-1120, OKI | Voting System Supplies | 2005431 | | $20.00 |
| Thermal Paper Roll (White) | Voting System Supplies | 1003705 | Paper roll for voting unit | $0.66 |
| Toner Cartridge, Okidata B431D, Black | Voting System Supplies | 2005430 | Black toner for Okidata B431D printer | $165.00 |
| Toner Cartridge, Okidata C831, Black | Voting System Supplies | 2005420 | Black toner for Okidata C831 printer | $130.00 |
| Toner Cartridge, Okidata C831, Cyan | Voting System Supplies | 2005421 | Cyan toner for Okidata C831 printer | $300.00 |
| Toner Cartridge, Okidata C831, Magenta | Voting System Supplies | 2005423 | Magenta toner for Okidata C831 printer | $300.00 |
| Toner Cartridge, Okidata C831, Yellow | Voting System Supplies | 2005422 | Yellow toner for Okidata C831 printer | $300.00 |
| Toner Cartridge, Okidata C911, Black | Voting System Supplies | 2005424 | Black toner for Okidata C911 printer | $130.00 |
| Toner Cartridge, Okidata C911, Cyan | Voting System Supplies | 2005425 | Cyan toner for Okidata C911 printer | $515.00 |
| Toner Cartridge, Okidata C911, Magenta | Voting System Supplies | 2005427 | Magenta toner for Okidata C911 printer | $515.00 |
| Toner Cartridge, Okidata C911, Yellow | Voting System Supplies | 2005426 | Yellow toner for Okidata C911 printer | $515.00 |
| vDrive | Voting System Supplies | 1005324 | Flash memory card/audio card for use with Verity devices | $66.00 |
| Accessible Booth Transport Bag | Voting System Supplies | 1005169 | | $85.00 |
| Ballot Box Transport Bag | Voting System Supplies | 1005173 | | $60.00 |
| Corrugated Plastic Transfer Case for Printer | Voting System Supplies | 1005397 | Case used for shipping and warehouse transfer | $55.00 |
| Corrugated Plastic Transfer Case for UPS | Voting System Supplies | 1005396 | | $70.00 |
| Corrugated Plastic Transfer Case for Verity Voting Device | Voting System Supplies | 1005395 | Case used for shipping and warehouse transfer | $70.00 |
| Headphones with Microphone | Voting System Supplies | 2001-656 | Headphones w/ microphone for voice recording | $40.00 |
| Jelly Switches | Voting System Supplies | 1001-364 | Low-impact input switches for accessible units | $183.70 |
| Printer Stand | Voting System Supplies | 3005376 | Small table for printer | $50.00 |
| Privacy Screen (Black) | Voting System Supplies | 1005161 | | $15.00 |
| Scan Calibration Kit | Voting System Supplies | 1003496 | Kit to calibrate and test scanning speed of precinct scanner | $34.00 |
| Standard Booth Transport Bag | Voting System Supplies | 1005172 | | $60.00 |
| Uninterruptible Power Supply (UPS) for Printer | Voting System Supplies | 3005362 | UPS for printer accompanying Verity Touch Writer | $725.00 |
| Verity Accessible Booth w/ Transport Bag and Privacy Screens | Voting System Supplies | 3005359 | Wheelchair-accessible voting booth for Verity Touch w/ Access | $430.00 |
| Verity Ballot Box Carton | Voting System Supplies | 1005336 | | $30.00 |
| Verity Ballot Box w/ Transport Bag and Privacy Screens | Voting System Supplies | 3005357 | Ballot box for use with Verity Scan | $535.00 |
| Verity Battery Charger, 1 Bay | Voting System Supplies | 3005360 | 1-bay charger for Verity voting device battery | $185.00 |
| Verity Battery Charger, 6 Bay | Voting System Supplies | 3005365 | Battery charger for Verity unit | $540.00 |
| Verity Build Dimensional Overlays | Voting System Supplies | 2005342 | Provide quality assurance for ballot printing | $110.00 |
| Verity Headphones | Voting System Supplies | 2005230 | Headphones for Verity accessible units | $20.00 |
| Verity Key | Voting System Supplies | 3005361 | Electronic security token | $109.00 |
| Verity Standard Booth w/ Transport Bag and Privacy Screens | Voting System Supplies | 3005358 | Standard voting booth for Verity Touch | $430.00 |
| | | **Hart Voting System Products** | | |
| DAU eSlate | Voting System Equipment | 1001-767-DG | Disabled access voting unit | $ 3,960.00 |
| DAU eSlate, used | Voting System Equipment | 1001-767-U | Disabled access voting unit, used | $ 2,860.00 |
| eScan | Voting System Equipment | 1001-695 | Precinct-based scanning unit | $ 5,940.00 |
| eScan, used | Voting System Equipment | 1001-695-U | Precinct-based scanning unit, used | $ 3,960.00 |
| eSlate | Voting System Equipment | 1001-800-DG | Electronic voting unit | $ 3,300.00 |
| eSlate, used | Voting System Equipment | 1001-800-U | Electronic voting unit, used | $ 2,200.00 |
| JBC | Voting System Equipment | 1001-900-DG | Controller for eSlate polling place equipment | $ 3,300.00 |
| JBC, used | Voting System Equipment | 1001-900-U | Controller for eSlate polling place equipment, used | $ 2,200.00 |
| Dell Latitude D630 Notebook (Refurbished) | Voting System Equipment | COMP-DELL D630-R | Windows 2000 laptop configured with HVS software | $ 2,500.00 |
| Dell OptiPlex XE2 PC | Voting System Equipment | COMP-DELL XE2 NOMON | Windows 7 PC configured with HVS software | $ 2,800.00 |
| Dell OptiPlex 745 (Refurbished) | Voting System Equipment | COMP-OPTIPLEX 745-R | Windows 2000 PC configured with HVS software | $ 2,800.00 |
| Epson LQ-590 Line Printer | Voting System Equipment | COMP-PRINTER-LQ590 | Log printer | $ 400.00 |
| Okidata C9650dn Ballot Printer | Voting System Equipment | COMP-PRINTER-OKI9650 | Laser printer for HVS software on Windows 2000 or Windows 7 PC | $ 4,040.00 |
| Kodak i660 Central Scanner, used | Voting System Equipment | COMP-SCANNER-I660-U | High-volume scanner | $ 12,800.00 |
| Kodak i610 Central Scanner, used | Voting System Equipment | COMP-SCANNER I610-U | | $ 6,035.00 |
| Okidata B432dn Printer w/ Starter Cartridge | Voting System Equipment | 3005371 | Laser printer for report printing | $ 450.00 |
| HP LaserJet M806dn Ballot Printer | Voting System Equipment | | Laser printer for HVS software on Windows 7 PC | $ 4,755.00 |
| DAU Booth, used | Voting System Equipment | 1001-673-U | Wheelchair-accessible voting booth for DAU eSlate, used | $ 560.00 |
| 24" Flat Panel Monitor | Voting System Equipment | | 24" monitor for use with PCs running Hart software | $ 400.00 |
| eScan Ballot Box | Voting System Equipment | 1003376 | Ballot box for use with eScan | $ 800.00 |
| Hard-panel eSlate Booth, used | Voting System Equipment | 1001-300-U | Standard voting booth for eSlate, used | $ 280.00 |
| eSlate Booth | Voting System Equipment | 1001-670 | Standard voting booth for eSlate | $ 895.00 |
| eScan Ballot Box, used | Voting System Equipment | 1003376-U | Ballot box for use with eScan, used | $ 490.00 |
| DAU Booth | Voting System Equipment | 1001-673 | Wheelchair-accessible voting booth for DAU eSlate | $ 895.00 |
| Hart ePollBook Kit (TX) | Voting System Related Products | 1003920 | Includes netbook, driver's license card scanner, label printer with 2 label rolls, and carrying case. | $ 1,500.00 |
| M&A CT14 Netbook for Hart ePollBook | Voting System Related Products | 1003900 | Netbook with ePollBook software pre-loaded | $ 1,000.00 |
| Brother QL-700 Label Printer | Voting System Related Products | 1003557-QL700 | Prints voter's name, address, and precincts for check-in | $ 200.00 |
| Driver's License Card Scanner | Voting System Related Products | 1003560 | Driver's license scanner | $ 100.00 |
| USB Handheld 1D Barcode Scanner | Voting System Related Products | 1003561 | Used to scan voter's ID from Voter Registration Card | $ 200.00 |
| USB Handheld 2D Barcode Scanner | Voting System Related Products | 1003672 | Scanner for voter registration cards and drivers licenses | $ 390.00 |
| 16GB Memory Card | Voting System Related Products | | | $ 20.00 |
| 8GB Memory Card | Voting System Related Products | | | $ 20.00 |
| Signature Capture Pad | Voting System Related Products | 1003624 | | $ 131.00 |
| Carrying Case with Foam Inserts | Voting System Related Products | 1003574 | Durable hard-sided case that holds a netbook, handheld scanner, driver's license card scanner, label printer, and spare labels | $ 200.00 |
| 2GB Memory Card | Voting System Related Products | 1003583 | | $ 12.00 |
| 4GB Memory Card | Voting System Related Products | 1003737 | | $ 20.00 |
| Battery Tester, JBC/eSlate/DAU | Voting System Related Products | 2001-598 | | $ 228.00 |
| eScan Tamper Evident Storage Box | Voting System Related Products | 1003357 | | $ 75.00 |
| HVS Privacy Screen | Voting System Related Products | 2001-060 | | $ 48.40 |
| Lock Repair Kit for Ballot Box Cover | Voting System Related Products | 1003320 | | $ 48.00 |
| eScan Shipping Box - Cardboard | Voting System Related Products | 1001-334 | | $ 48.00 |
| JBC Shipping Box - Cardboard | Voting System Related Products | 1001-440 | | $ 48.00 |
| Equipment Stand for JBC and Demo eSlate | Voting System Related Products | 1003338 | | $ 23.60 |
| eScan Privacy Shield | Voting System Related Products | 1003309 | | $ 14.00 |
| Media Storage Tray for MBBs | Voting System Related Products | 1003291 | | $ 9.00 |
| ACOD RS232 Hand Held 2D Image Scanner w/ Power Supply | Voting System Related Products | 1003673 | Scanner for Access Code On-Demand | $ 405.00 |
| eSlate Storage Caddy III | Voting System Related Products | 000295 | Side load style, holds up to 8 booths | $ 931.00 |
| eSlate Storage Caddy III Casters | Voting System Related Products | 000304 | Casters for eSlate Storage Caddy (set of 4) | $ 135.00 |
| PC Card Reader/Writer | Voting System Related Products | 1003007 | Flash memory card reader/writer | $ 283.00 |
| Storage and Transport Box for JBC | Voting System Related Products | 1001-913 | Reinforced, padded plastic box for storage and stacking | $ 60.50 |
| eSlate Cryptographic Module (eCM) | Voting System Related Products | 1001-657 | Electronic security token | $ 120.00 |
| eSlate Booth, used | Voting System Related Products | 1001-670-U | Standard voting booth for eSlate, used | $ 560.00 |
| Headphones for DAU eSlate | Voting System Related Products | 1001-275 | Headphones for DAU eSlate | $ 20.25 |
| PC Card Reader/Writer, used | Voting System Related Products | 1003007-U | Flash memory card reader/writer, used | $ 147.00 |



2016

Hart InterCivic, Inc.
BuyBoard Contract No. 460-14 Voting Systems Equipment and Supplies

| Product Name | Category/Description | Product Code | Product Description | List Price |
|---|---|---|---|---|
| eSlate Storage Caddy III, used | Voting System Related Products | 000295-U | Side load style, holds up to 8 booths (used) | $ 450.00 |
| eSlate Cryptographic Module (eCM), used | Voting System Related Products | 1001-657-U | Electronic security token, used | $ 62.00 |
| Headphones for DAU eSlate, used | Voting System Related Products | 1001-275-U | Headphones for DAU eSlate, used | $ 12.00 |
| 17" Flat Panel Monitor | Voting System Related Products | COMP-MONITOR-17IN | 17" monitor for use with PCs running Hart software | $ 200.00 |
| Hard-panel DAU Booth, used | Voting System Related Products | 1001-303-U | Wheelchair-accessible voting booth for DAU eSlate, used | $ 280.00 |
| UPS, 850W | Voting System Related Products | 1002-790 | 850W backup power supply | $ 635.00 |
| Tape, Red ID for eSlate/DAU Booth | Voting System Related Products | 1001-408 | | $ 1.80 |
| Ballot Now Dimensional Overlays | Voting System Related Products | 1003445 | | $ 110.00 |
| Mobile Ballot Box (MBB) | Voting System Related Products | 1003520 | Flash memory card/audio card for use with Hart voting equipment | $ 66.00 |
| Jelly Switches, used | Voting System Related Products | 1001-364-U | Low-impact input switches for accessible units, used | $ 123.20 |
| Quatech Card and Cable | Voting System Related Products | COMP-QUATECH CARD | Quatech card and cable for use with SERVO | $ 182.00 |
| Label Printer Paper Roll (1/2" x 100') | Voting System Supplies | 1003559 | | $ 13.00 |
| Label Printer Paper Roll (2.4" x 100') | Voting System Supplies | 1003728 | | $ 29.00 |
| Label Printer Paper Roll (2.1" x 100') | Voting System Supplies | 1003726 | | $ 24.00 |
| Thermal Paper Roll (White) | Voting System Supplies | 1003705 | Paper roll for voting unit | $ 0.66 |
| Thermal Paper Roll (Pink) | Voting System Supplies | 1001-668 | | $ 0.99 |
| Thermal Paper Roll (Green) | Voting System Supplies | 1001-617 | | $ 0.99 |
| Toner Cartridge, Okidata B432D, Black | Voting System Supplies | | Black toner for Okidata B432D printer | $ 165.00 |
| Cable - JBC to First eSlate | Voting System Supplies | 1001-714 | | $ 115.00 |
| Crossover Cable | Voting System Supplies | COMP-CABLE-CROSSOVER | Cable for SERVO connection to eScan | $ 38.50 |
| Hard-panel Privacy Screens (Set of 2), used | Voting System Supplies | 1001-300-U | Pair of hard-panel privacy screens for eSlate or DAU booth, used | $ 30.00 |
| Cable - eSlate to eSlate Daisy Chain | Voting System Supplies | 1001-713 | | $ 126.00 |
| eScan Power Supply, External | Voting System Supplies | 1003087 | | $ 118.00 |
| Leg Left Rear for eSlate Booth | Voting System Supplies | 1000403 | | $ 90.75 |
| Leg Left Rear for DAU Booth | Voting System Supplies | 1000405 | | $ 90.75 |
| Leg Right Rear for eSlate Booth | Voting System Supplies | 1000404 | | $ 78.65 |
| Leg Right Rear for DAU Booth | Voting System Supplies | 1000406 | | $ 78.65 |
| Leg Left Front for eSlate Booth | Voting System Supplies | 1003057 | | $ 60.50 |
| Leg Right Front for eSlate Booth | Voting System Supplies | 1003058 | | $ 60.50 |
| Leg Left Front for DAU Booth | Voting System Supplies | 1003059 | | $ 60.50 |
| Leg Right Front for DAU Booth | Voting System Supplies | 1003060 | | $ 60.50 |
| Parallel Cable - PC to JBC | Voting System Supplies | COMP-A/B Parallel | | $ 49.00 |
| Booth Foot | Voting System Supplies | 1003067 | | $ 42.35 |
| Booth Leg Extension Straight | Voting System Supplies | 1003065 | | $ 36.30 |
| JBC Battery Key with Captive Chain | Voting System Supplies | 1001-540 | | $ 24.20 |
| Lid - Storage Compartment in Booth | Voting System Supplies | 000254 | | $ 16.50 |
| eSlate/DAU Battery Cover | Voting System Supplies | 1001-144 | | $ 13.40 |
| Keyed Lock for Ballot Box Cover | Voting System Supplies | 1003073 | | $ 10.30 |
| JBC Fuse (5-pack) | Voting System Supplies | 1001-172 | | $ 7.90 |
| JBC Paper Roll Spindle | Voting System Supplies | 1001-201 | | $ 7.00 |
| JBC Shipping Box Handle | Voting System Supplies | 1001-509 | | $ 4.50 |
| Port Connector Guide, Booth | Voting System Supplies | 1001-906 | | $ 3.65 |
| Leg Button - Spring-loaded Button Replacement | Voting System Supplies | 1001-827 | | $ 3.65 |
| Jackscrew Male/Female, Long | Voting System Supplies | 1001-848 | For booth port connection. | $ 3.65 |
| Velcro Booth Strap, 7.5" | Voting System Supplies | 1001-818 | | $ 3.50 |
| Booth Replacement Latch | Voting System Supplies | 1001-821 | | $ 3.50 |
| Port Connector Guide - Red "Booth Out" for JBC to First eSlate Cable | Voting System Supplies | 1001-904 | | $ 3.20 |
| Port Connector Guide, eSlate/DAU - Black | Voting System Supplies | 1001-905 | | $ 3.15 |
| Brass Mounting Post for non-VBO Booth | Voting System Supplies | 1001-285 | | $ 3.15 |
| Hinge Support Arm | Voting System Supplies | 1001-706 | Hinge arm for eSlate booth | $ 18.30 |
| JBC Case Bottom | Voting System Supplies | 1001-507-DG | | $ 131.45 |
| Cable - eSlate to eSlate Daisy Chain w/ Mounting Hardware | Voting System Supplies | 1001-805 | | $ 126.00 |
| Cable - Pigtail, Internal Booth to eSlate or DAU | Voting System Supplies | 1001-579 | | $ 75.00 |
| eScan Power Supply Board | Voting System Supplies | 1001-688 | | $ 200.00 |
| Battery Pack (White), JBC/eSlate/DAU | Voting System Supplies | 2001-596 | | $ 30.25 |
| JBC/eScan Power Cord | Voting System Supplies | 2001-496 | | $ 4.60 |
| Battery Pack (Black), JBC/eSlate/DAU | Voting System Supplies | 2001-592 | | $ 63.00 |
| Velcro Booth Strap, 3.8" | Voting System Supplies | 1001-168 | | $ 2.50 |
| JBC Shipping Box Handle Backer | Voting System Supplies | 1001-510 | | $ 2.45 |
| Privacy Screen Clip | Voting System Supplies | 1001-708 | | $ 1.25 |
| Curtain Retainer | Voting System Supplies | 1001-710 | | $ 1.25 |
| Jackscrew Male/Female, Short | Voting System Supplies | 1001-213 | | $ 0.50 |
| Engineering Services (Hourly) | Election/Voting Services | | | $ 250.00 |
| eSlate-to-DAU Conversion | Election/Voting Services | | Conversion of eSlate units to DAU/eSlate units | $ 660.00 |
| New Implementation Services (Daily) | Election/Voting Services | | | $ 2,000.00 |
| Preventative Maintenance at Hart - JBC | Election/Voting Services | | Preventative maintenance for JBC performed at Hart headquarters | $ 100.00 |
| Preventative Maintenance - eScan | Election/Voting Services | | | $ 100.00 |
| Preventative Maintenance - JBC | Election/Voting Services | | | $ 50.00 |
| Preventative Maintenance - Kodak 3520 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak 3520 series scanner, consumables | $ 1,694.00 |
| Preventative Maintenance - Kodak 3520 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak 3520 series scanner, consumables | $ 2,002.00 |
| Preventative Maintenance - Kodak i5200 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i5200 series scanner, consumable | $ 1,814.00 |
| Preventative Maintenance - Kodak i5200 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i5200 series scanner, consumable | $ 2,122.00 |
| Preventative Maintenance - Kodak i5600 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i5600 series scanner, consumable | $ 1,814.00 |
| Preventative Maintenance - Kodak i5600 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i5600 series scanner, consumable | $ 2,122.00 |
| Preventative Maintenance - Kodak i600 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i600 series scanner, consumables, | $ 1,702.00 |
| Preventative Maintenance - Kodak i600 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i600 series scanner, consumables, | $ 2,009.00 |
| Preventative Maintenance - Kodak i800 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i800 series scanner, consumables, | $ 3,738.00 |
| Preventative Maintenance - Kodak i800 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i800 series scanner, consumables, | $ 3,431.00 |
| Professional Services (Daily)* | Election/Voting Services | | Additional travel charges apply based on customer location | $ 1,250.00 |
| Hart ePollBook Services | Election/Voting Services | | Creation of ePollBook database files | $ 500.00 |
| Technical Services (Hourly) | Election/Voting Services | | | $ 250.00 |
| Training at Hart (Daily) | Election/Voting Services | | Training classes to be held at Hart HQ in Austin, TX | $ 725.00 |
| Webinar Training | Election/Voting Services | | Training delivered via webinar | $ 400.00 |
| Annual License and Support Fee | Election/Voting Services | | annual fee | Variable, dependent upon equipment and software configuration |

*Election Day Support is a 2-day minimum.

| Software License: Software License Name | | <10,000 Registered Voters | 10,000-49,999 Registered Voters | 50,000-249,999 Registered Voters |
|---|---|---|---|---|
| Verity Build - Client | Voting Systems Software | $3,750.00 | $7,500.00 | $10,000.00 |
| Verity Build - Server | Voting Systems Software | $15,000.00 | $30,000.00 | $40,000.00 |
| Verity Central - Client | Voting Systems Software | $4,375.00 | $8,750.00 | $12,500.00 |
| Verity Central - Server | Voting Systems Software | $17,500.00 | $35,000.00 | $50,000.00 |
| Verity Count | Voting Systems Software | $6,000.00 | $12,000.00 | $12,000.00 |
| | | <50K Registered Voters | 50K-100K Registered Voters | >100K Registered voters |
| Hart Voting System Access Code On-Demand | Voting Systems Software | $ 5,000.00 | $ 7,500.00 | $ 10,000.00 |
| Hart Voting System Absentee Processing System (Networked) | Voting Systems Software | $ 15,000.00 | $ 20,000.00 | $ 25,000.00 |
| Hart Voting System Ballot Now | Voting Systems Software | $ 35,000.00 | $ 50,000.00 | $ 60,000.00 |
| Hart Voting System Ballot Now Lite | Voting Systems Software | $ 12,000.00 | $ 17,000.00 | $ 20,000.00 |
| Hart Voting System BOSS | Voting Systems Software | $ 30,000.00 | $ 40,000.00 | $ 50,000.00 |
| Hart Voting System FUSION | Voting Systems Software | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| Hart Voting System InFUSION | Voting Systems Software | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| Hart Voting System Rally | Voting Systems Software | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| Hart Voting System SERVO | Voting Systems Software | $ 4,000.00 | $ 4,000.00 | $ 5,000.00 |
| Hart Voting System Tally | Voting Systems Software | $ 12,000.00 | $ 12,000.00 | $ 15,000.00 |
| | Voting Systems Software | <25K Registered Voters | | |
| Hart Voting System Absentee Processing System (Non-networked) | Voting Systems Software | $ 5,000.00 | | |

| | | 1-50 Seats | 51-100 Seats | 101-500 Seats | 501-1000 Seats | 1000+ Seats |
|---|---|---|---|---|---|---|
| Hart ePollBook | Voting Systems Software | $ 575.00 | $ 515.00 | $ 465.00 | $ 415.00 | $ 370.00 |



Add 2016

Hidalgo County, Texas
Hart Verity Voting System

| Quote Item | Status | Product Code | List Price | BuyBoard Contract % Off |
|---|---|---|---|---|
| Verity Controller | in certification* | | | |
| AutoBallot Kit | in certification* | | | |
| Verity Touch | in certification* | | | |
| Verity Standard Booth | BuyBoard Contract No. 460-14 | 3005358 | $ 430.00 | 1% |
| Verity Touch w/ Access | in certification* | | | |
| Verity Accessible Booth | BuyBoard Contract No. 460-14 | 3005359 | $ 430.00 | 1% |
| Jelly Switches | BuyBoard Contract No. 460-14 | 1001-364 | $ 183.70 | 1% |
| vDrive | BuyBoard Contract No. 460-14 | 1005324 | $ 66.00 | 1% |
| Verity Key | BuyBoard Contract No. 460-14 | 3005361 | $ 109.00 | 1% |
| Verity Build | BuyBoard Contract No. 460-14 | | $ 50,000.00 | 1% |
| Verity Build Dimensional Overlays | BuyBoard Contract No. 460-14 | | incl w/ Build | 1% |
| Verity Count | BuyBoard Contract No. 460-14 | | $ 15,000.00 | 1% |
| Verity Central - Server | BuyBoard Contract No. 460-14 | | $ 60,000.00 | 1% |
| Canon DR-G1130 Central Scanner | BuyBoard Contract No. 460-14 | 3005437 | $ 10,000.00 | 1% |
| Ethernet Switch, 8 Port | BuyBoard Contract No. 460-14 | 1005399 | incl w/ Central | 1% |
| Verity Workstation | BuyBoard Contract No. 460-14 | 2005340 | $ 5,450.00 | 1% |
| 23" Flat Panel Monitor | BuyBoard Contract No. 460-14 | 1005400 | $ 350.00 | 1% |
| Okidata B431D Printer w/ Starter Cartridge | BuyBoard Contract No. 460-14 | 3005370 | $ 325.00 | 1% |
| Black Toner, Okidata B431D | BuyBoard Contract No. 460-14 | 2005430 | $ 165.00 | 1% |
| Okidata C911 Printer w/ Starter Cartridges | BuyBoard Contract No. 460-14 | 3005434 | $ 6,000.00 | 1% |
| Okidata ML-1121 Line Printer | BuyBoard Contract No. 460-14 | 3005435 | $ 300.00 | 1% |
| Toner Cartridge, Okidata C911, Black | BuyBoard Contract No. 460-14 | 2005424 | $ 130.00 | 1% |
| Corrugated Plastic Transfer Case | BuyBoard Contract No. 460-14 | 1005395 | $ 70.00 | 1% |
| Verity Battery Charger, 6 Bay | BuyBoard Contract No. 460-14 | 3005365 | $ 540.00 | 1% |
| Verity Caddy Cover | BuyBoard Contract No. 460-14 | 2005374 | $ 250.00 | 1% |
| Verity Caddy with Casters | BuyBoard Contract No. 460-14 | 3005375 | $ 740.00 | 1% |
| New Implementation Services | BuyBoard Contract No. 460-14 | | $2,000.00 (Daily) | 1% |
| License and Support | BuyBoard Contract No. 460-14 | | Variable, dependent upon equipment and software configuration | 0% |

*as per the terms of the BuyBoard contract, once the product is certified, it is added to Hart's BuyBoard Contract #460-14

Hart InterCivic, Inc.
BuyBoard Contract No. 460-14 Voting Systems Equipment and Supplies

| Product Name | Category/Description | Product Code | Product Description | List Price |
|---|---|---|---|---|
| **Verity Voting System Products** | | | | |
| Verity Controller | Voting System Equipment | 3005351 | Controller for Verity Touch polling place equipment | $4,650.00 |
| Verity Touch | Voting System Equipment | 3005355 | Electronic voting unit | $4,650.00 |
| Verity Touch w/ Access | Voting System Equipment | 3005353 | Disabled access voting unit | $5,250.00 |
| Verity Print | Voting System Equipment | 3005356 | Paper ballot printing unit | $5,875.00 |
| Verity Print w/ Okidata C911 Printer | Voting System Equipment | 3005356 | Paper ballot printing unit | $5,550.00 |
| Verity Print w/ Okidata C831 Printer | Voting System Equipment | 3005356 | Paper ballot printing unit | $5,550.00 |
| Verity Scan | Voting System Equipment | 3005350 | Precinct-based ballot scanning unit | $6,100.00 |
| Verity Touch Writer w/ Access | Voting System Equipment | 3005352 | Ballot marking device with accessibility | $5,300.00 |
| AutoBallot Kit | Voting System Equipment | 3005174 | Barcode scanner kit for automatic Verity access code creation from VR/electronic poll book data | $419.00 |
| Canon DR-G1100 Central Scanner | Voting System Equipment | 3005436 | Central ballot scanner | $7,500.00 |
| Canon DR-G1130 Central Scanner | Voting System Equipment | 3005437 | Central ballot scanner | $10,000.00 |
| Okidata B431D Printer w/ Starter Cartridge | Voting System Equipment | 3005370 | Laser printer for report printing | $325.00 |
| Okidata C831 Ballot Printer w/ Starter Cartridges | Voting System Equipment | 3005433 | Ballot printer | $4,000.00 |
| Okidata C911 Ballot Printer w/ Starter Cartridges | Voting System Equipment | 3005434 | Ballot printer | $6,000.00 |
| Okidata ML-1120 Line Printer | Voting System Equipment | 3005435 | Audit log printer | $300.00 |
| Verity Workstation w/ Monitor | Voting System Equipment | 2005340 | Workstation for Verity software w/ monitor | $5,900.00 |
| Verity PC Workstation (HP Z230) | Voting System Equipment | 2005340 | Workstation for Verity software | $5,550.00 |
| 23" Flat Panel Monitor | Voting System Equipment | 1005400 | Monitor for use with Verity Workstation | $350.00 |
| Verity Access | Voting System Related Products | | Detachable ATI module for use with Verity tablet | $520.00 |
| Custom USB Printer Cable | Voting System Related Products | 2005311 | Custom cable to connect Verity Touch Writer and printer | $10.00 |
| Daisy Chain Cable | Voting System Related Products | 2005312 | | $20.00 |
| Verity Power Cord | Voting System Related Products | 1005325 | | $4.60 |
| Verity Power Supply (Touch, Access, Controller, and Print) | Voting System Related Products | 2003845 | | $89.00 |
| Verity Power Supply (Scan and Touch Writer) | Voting System Related Products | 1005230 | | $110.00 |
| Verity Voting Device Battery | Voting System Related Products | 1005015 | Rechargeable battery for Verity voting device | $102.00 |
| Ethernet Cable | Voting System Related Products | 1005398 | | $20.00 |
| Ethernet Switch, 8 Port | Voting System Related Products | 1005399 | | $80.00 |
| Hard Drive, 1 TB | Voting System Related Products | 1005255 | | $600.00 |
| Hard Drive Sled | Voting System Related Products | 1005256 | Removable sled for installation of hard drive in Verity Workstation | $350.00 |
| Verity Caddy Cover, 5' Wide | Voting System Related Products | | Protective cover for Verity storage caddy | $250.00 |
| Verity Caddy with Casters, 5' Wide | Voting System Related Products | | Storage unit for Verity voting devices; assembly required | $990.00 |
| Verity Caddy Cover, 4' Wide | Voting System Related Products | 2005374 | Protective cover for Verity storage caddy | $250.00 |
| Verity Caddy with Casters, 4' Wide | Voting System Related Products | 3005375 | Storage unit for Verity voting devices; assembly required | $740.00 |
| Extender Plate | Voting System Related Products | 2005280 | Plastic extender plate to support 17" ballots on printer for Verity Touch | $15.00 |
| Drum Kit, Okidata B431D, Black | Voting System Supplies | | Drum kit for Okidata B431D printer | $175.00 |
| Drum Kit, Okidata C831, Black | Voting System Supplies | | Drum kit for Okidata C831 printer | $175.00 |
| Drum Kit, Okidata C911, Black | Voting System Supplies | | Drum kit for Okidata C911 printer | $370.00 |
| Headphone Covers (Box of 100) | Voting System Supplies | 1001-660 | | $31.50 |
| Ribbon Cartridge, Printer, ML-1120, OKI | Voting System Supplies | 2005431 | | $20.00 |
| Thermal Paper Roll (White) | Voting System Supplies | 1003705 | Paper roll for voting unit | $0.66 |
| Toner Cartridge, Okidata B431D, Black | Voting System Supplies | 2005430 | Black toner for Okidata B431D printer | $165.00 |
| Toner Cartridge, Okidata C831, Black | Voting System Supplies | 2005420 | Black toner for Okidata C831 printer | $130.00 |
| Toner Cartridge, Okidata C831, Cyan | Voting System Supplies | 2005421 | Cyan toner for Okidata C831 printer | $300.00 |
| Toner Cartridge, Okidata C831, Magenta | Voting System Supplies | 2005423 | Magenta toner for Okidata C831 printer | $300.00 |
| Toner Cartridge, Okidata C831, Yellow | Voting System Supplies | 2005422 | Yellow toner for Okidata C831 printer | $300.00 |
| Toner Cartridge, Okidata C911, Black | Voting System Supplies | 2005424 | Black toner for Okidata C911 printer | $130.00 |
| Toner Cartridge, Okidata C911, Cyan | Voting System Supplies | 2005425 | Cyan toner for Okidata C911 printer | $515.00 |
| Toner Cartridge, Okidata C911, Magenta | Voting System Supplies | 2005427 | Magenta toner for Okidata C911 printer | $515.00 |
| Toner Cartridge, Okidata C911, Yellow | Voting System Supplies | 2005426 | Yellow toner for Okidata C911 printer | $515.00 |
| vDrive | Voting System Supplies | 1005324 | Flash memory card/audio card for use with Verity devices | $66.00 |
| Accessible Booth Transport Bag | Voting System Supplies | 1005169 | | $85.00 |
| Ballot Box Transport Bag | Voting System Supplies | 1005173 | | $60.00 |
| Corrugated Plastic Transfer Case for Printer | Voting System Supplies | 1005397 | Case used for shipping and warehouse transfer | $55.00 |
| Corrugated Plastic Transfer Case for UPS | Voting System Supplies | 1005396 | | $70.00 |
| Corrugated Plastic Transfer Case for Verity Voting Device | Voting System Supplies | 1005395 | Case used for shipping and warehouse transfer | $70.00 |
| Headphones with Microphone | Voting System Supplies | 2001-656 | Headphones w/ microphone for voice recording | $40.00 |
| Jelly Switches | Voting System Supplies | 1001-364 | Low-impact input switches for accessible units | $183.70 |
| Printer Stand | Voting System Supplies | 3005376 | Small table for printer | $50.00 |
| Privacy Screen (Black) | Voting System Supplies | 1005161 | | $15.00 |
| Scan Calibration Kit | Voting System Supplies | 1003496 | Kit to calibrate and test scanning speed of precinct scanner | $34.00 |
| Standard Booth Transport Bag | Voting System Supplies | 1005172 | | $60.00 |
| Uninterruptible Power Supply (UPS) for Printer | Voting System Supplies | 3005362 | UPS for printer accompanying Verity Touch Writer | $725.00 |
| Verity Accessible Booth w/ Transport Bag and Privacy Screens | Voting System Supplies | 3005359 | Wheelchair-accessible voting booth for Verity Touch w/ Access | $430.00 |
| Verity Ballot Box Carton | Voting System Supplies | 1005336 | | $30.00 |
| Verity Ballot Box w/ Transport Bag and Privacy Screens | Voting System Supplies | 3005357 | Ballot box for use with Verity Scan | $535.00 |
| Verity Battery Charger, 1 Bay | Voting System Supplies | 3005360 | 1-bay charger for Verity voting device battery | $185.00 |
| Verity Battery Charger, 6 Bay | Voting System Supplies | 3005365 | Battery charger for Verity unit | $540.00 |
| Verity Build Dimensional Overlays | Voting System Supplies | 2005342 | Provide quality assurance for ballot printing | $110.00 |
| Verity Headphones | Voting System Supplies | 2005230 | Headphones for Verity accessible units | $20.00 |
| Verity Key | Voting System Supplies | 3005361 | Electronic security token | $109.00 |
| Verity Standard Booth w/ Transport Bag and Privacy Screens | Voting System Supplies | 3005358 | Standard voting booth for Verity Touch | $430.00 |
| Verity Build Dimensional Overlays | Voting System Supplies | 2005342 | Provide quality assurance for ballot printing | $110.00 |
| USB Extension Cable | Voting System Supplies | 1005387 | Cable to protect USB ports on Verity workstations | $21.00 |
| **Electronic Poll Book Products** | | | | |
| Poll Pad Software | Voting Systems Software | 2005550 | Poll Pad software license | $ 600.00 |
| Poll Pad Central Command Software | Voting Systems Software | 2005551 | Software to monitor polling locations, number of posts, Poll Pad conne | $ 5,000.00 |
| Star Micronics TSP654II Direct Thermal Printer | Voting Systems Related Products | 2005552 | Thermal printer for Poll Pad | $ 350.00 |
| Poll Pad Stylus | Voting Systems Related Products | 2005553 | | $ 2.50 |
| Poll Pad Stand | Voting Systems Related Products | 2005554 | | $ 50.00 |
| Poll Pad Custom Carrying Case with Printer | Voting Systems Related Products | 2005555 | Case for Poll Pad and printer transport and storage | $ 125.00 |
| Poll Pad Custom Carrying Case without Printer | Voting Systems Related Products | 2005556 | Case for Poll Pad transport and storage | $ 100.00 |
| Poll Pad Custom Battery Base | Voting Systems Related Products | 2005557 | Provides an additional 24 hours of battery life to Poll Pad | $ 90.00 |
| Encoder | Voting Systems Related Products | 2005559 | Assigns ballot data from Poll Pad to voter access card | $ 110.00 |
| Meraki MR42 Router | Voting Systems Related Products | 2005560 | Router to expedite loading data to Poll Pads via network | $ 2,500.00 |
| iSyncDrive | Voting Systems Supplies | 2005558 | USB drive to load data to Poll Pads without a network (computer required) | $ 40.00 |
| Star Micronics Receipt Paper (50 Rolls) | Voting Systems Supplies | 2005561 | Thermal printer paper for Poll Pad | $ 125.00 |
| Poll Pad On-Site Support (Daily Rate) | Election/Voting Services | | On-site support for Poll Pad | $ 1,250.00 |
| Poll Pad Set-up and Delivery (Per Unit) | Election/Voting Services | | Poll Pad kitting, shipping, and handling | $ 1,250.00 |
| Poll Pad License and Support | Election/Voting Services | | Annual Poll Pad license and support fee (per unit) | $ 125.00 |
| Poll Pad Central Command License and Support | Election/Voting Services | | Annual Poll Pad Central Command license and support fee | $ 1,000.00 |
| ePollBook Kit (TX) | Voting System Related Products | 1003920 | Includes netbook, driver's license card scanner, label printer with 2 label rolls, and carrying case. | $ 1,500.00 |
| M&A CT14 Netbook | Voting System Related Products | 1003900 | Netbook with ePollBook software pre-loaded | $ 1,000.00 |
| Brother QL-700 Label Printer | Voting System Related Products | 1003557-QL700 | Prints voter's name, address, and precincts for check-in | $ 200.00 |
| Driver's License Card Scanner | Voting System Related Products | 1003560 | Driver's license scanner | $ 100.00 |
| USB Handheld 1D Barcode Scanner | Voting System Related Products | 1003561 | Used to scan voter's ID from Voter Registration Card | $ 200.00 |
| USB Handheld 2D Barcode Scanner | Voting System Related Products | 1003672 | Scanner for voter registration cards and drivers licenses | $ 390.00 |
| 16GB Memory Card | Voting System Related Products | | | $ 20.00 |
| 8GB Memory Card | Voting System Related Products | | | $ 20.00 |
| Signature Capture Pad | Voting System Related Products | 1003624 | | $ 131.00 |
| Carrying Case with Foam Inserts | Voting System Related Products | 1003574 | Durable hard-sided case that holds a netbook, handheld scanner, driver's license card scanner, label printer, and spare labels | $ 200.00 |
| 2GB Memory Card | Voting System Related Products | 1003583 | | $ 12.00 |
| 4GB Memory Card | Voting System Related Products | 1003737 | | $ 20.00 |
| Label Printer Paper Roll (1/2" x 100') | Voting System Supplies | 1003559 | | $ 13.00 |
| Label Printer Paper Roll (2.4" x 100') | Voting System Supplies | 1003728 | | $ 29.00 |
| Label Printer Paper Roll (2.1" x 100') | Voting System Supplies | 1003726 | | $ 24.00 |
| **Hart Voting System Products** | | | | |
| DAU eSlate | Voting System Equipment | 1001-767-DG | Disabled access voting unit | $ 3,960.00 |
| DAU eSlate, used | Voting System Equipment | 1001-767-U | Disabled access voting unit, used | $ 2,860.00 |
| eScan | Voting System Equipment | 1001-695 | Precinct-based scanning unit | $ 5,940.00 |
| eScan, used | Voting System Equipment | 1001-695-U | Precinct-based scanning unit, used | $ 3,960.00 |
| eSlate | Voting System Equipment | 1001-800-DG | Electronic voting unit | $ 3,300.00 |
| eSlate, used | Voting System Equipment | 1001-800-U | Electronic voting unit, used | $ 2,200.00 |



12/3/17 New updated

Hart InterCivic, Inc.
BuyBoard Contract No. 460-14 Voting Systems Equipment and Supplies

| Product Name | Category/Description | Product Code | Product Description | List Price |
|---|---|---|---|---|
| JBC | Voting System Equipment | 1001-900-DG | Controller for eSlate polling place equipment | $ 3,300.00 |
| JBC, used | Voting System Equipment | 1001-900-U | Controller for eSlate polling place equipment, used | $ 2,200.00 |
| Dell Latitude D630 Notebook (Refurbished) | Voting System Equipment | COMP-DELL D630-R | Windows 2000 laptop configured with HVS software | $ 2,500.00 |
| Dell OptiPlex XE2 PC | Voting System Equipment | COMP-DELL XE2 NOMON | Windows 7 PC configured with HVS software | $ 2,800.00 |
| Dell OptiPlex 745 (Refurbished) | Voting System Equipment | COMP-OPTIPLEX 745-R | Windows 2000 PC configured with HVS software | $ 2,800.00 |
| Epson LQ-590 Line Printer | Voting System Equipment | COMP-PRINTER-LQ590 | Log printer | $ 400.00 |
| Okidata C9650dn Ballot Printer | Voting System Equipment | COMP-PRINTER-OKI9650 | Laser printer for HVS software on Windows 2000 or Windows 7 PC | $ 4,040.00 |
| Kodak i660 Central Scanner, used | Voting System Equipment | COMP-SCANNER-I660-U | High-volume scanner | $ 12,800.00 |
| Kodak i610 Central Scanner, used | Voting System Equipment | COMP-SCANNER I610-U | | $ 6,035.00 |
| Okidata B432dn Printer w/ Starter Cartridge | Voting System Equipment | 3005371 | Laser printer for report printing | $ 450.00 |
| HP LaserJet M806dn Ballot Printer | Voting System Equipment | | Laser printer for HVS software on Windows 7 PC | $ 4,755.00 |
| DAU Booth, used | Voting System Equipment | 1001-673-U | Wheelchair-accessible voting booth for DAU eSlate, used | $ 560.00 |
| 24" Flat Panel Monitor | Voting System Equipment | | 24" monitor for use with PCs running Hart software | $ 400.00 |
| eScan Ballot Box | Voting System Equipment | 1003376 | Ballot box for use with eScan | $ 800.00 |
| Hard-panel eSlate Booth, used | Voting System Equipment | 1001-300-U | Standard voting booth for eSlate, used | $ 280.00 |
| eSlate Booth | Voting System Equipment | 1001-670 | Standard voting booth for eSlate | $ 895.00 |
| DAU Booth | Voting System Equipment | 1001-673 | Wheelchair-accessible voting booth for DAU eSlate | $ 895.00 |
| eScan Ballot Box, used | Voting System Equipment | 1003376-U | Ballot box for use with eScan, used | $ 490.00 |
| Battery Tester, JBC/eSlate/DAU | Voting System Related Products | 2001-598 | | $ 228.00 |
| eScan Tamper Evident Storage Box | Voting System Related Products | 1003357 | | $ 75.00 |
| HVS Privacy Screen | Voting System Related Products | 2001-060 | | $ 48.40 |
| Lock Repair Kit for Ballot Box Cover | Voting System Related Products | 1003320 | | $ 48.00 |
| eScan Shipping Box - Cardboard | Voting System Related Products | 1001-334 | | $ 48.00 |
| JBC Shipping Box - Cardboard | Voting System Related Products | 1001-440 | | $ 48.00 |
| Equipment Stand for JBC and Demo eSlate | Voting System Related Products | 1003338 | | $ 23.60 |
| eScan Privacy Shield | Voting System Related Products | 1003309 | | $ 14.00 |
| Media Storage Tray for MBBs | Voting System Related Products | 1003291 | | $ 9.00 |
| ACOD RS232 Hand Held 2D Image Scanner w/ Power Supply | Voting System Related Products | 1003673 | Scanner for Access Code On-Demand | $ 405.00 |
| eSlate Storage Caddy III | Voting System Related Products | 000295 | Side load style, holds up to 8 booths | $ 931.00 |
| eSlate Storage Caddy III Casters | Voting System Related Products | 000304 | Casters for eSlate Storage Caddy (set of 4) | $ 135.00 |
| PC Card Reader/Writer | Voting System Related Products | 1003007 | Flash memory card reader/writer | $ 283.00 |
| Storage and Transport Box for JBC | Voting System Related Products | 1001-913 | Reinforced, padded plastic box for storage and stacking | $ 60.50 |
| eSlate Cryptographic Module (eCM) | Voting System Related Products | 1001-657 | Electronic security token | $ 120.00 |
| eSlate Booth, used | Voting System Related Products | 1001-670-U | Standard voting booth for eSlate, used | $ 560.00 |
| Headphones for DAU eSlate | Voting System Related Products | 1001-275 | Headphones for DAU eSlate | $ 20.25 |
| PC Card Reader/Writer, used | Voting System Related Products | 1003007-U | Flash memory card reader/writer, used | $ 147.00 |
| eSlate Storage Caddy III, used | Voting System Related Products | 000295-U | Side load style, holds up to 8 booths (used) | $ 450.00 |
| eSlate Cryptographic Module (eCM), used | Voting System Related Products | 1001-657-U | Electronic security token, used | $ 62.00 |
| Headphones for DAU eSlate, used | Voting System Related Products | 1001-275-U | Headphones for DAU eSlate, used | $ 12.00 |
| 17" Flat Panel Monitor | Voting System Related Products | COMP-MONITOR-17IN | 17" monitor for use with PCs running Hart software | $ 200.00 |
| Hard-panel DAU Booth, used | Voting System Related Products | 1001-303-U | Wheelchair-accessible voting booth for DAU eSlate, used | $ 280.00 |
| UPS, 850W | Voting System Related Products | 1002-790 | 850W backup power supply | $ 635.00 |
| Tape, Red ID for eSlate/DAU Booth | Voting System Related Products | 1001-408 | | $ 1.80 |
| Ballot Now Dimensional Overlays | Voting System Related Products | 1003445 | | $ 110.00 |
| Mobile Ballot Box (MBB) | Voting System Related Products | 1003520 | Flash memory card/audio card for use with Hart voting equipment | $ 66.00 |
| Jelly Switches, used | Voting System Related Products | 1001-364-U | Low-impact input switches for accessible units, used | $ 123.20 |
| Quatech Card and Cable | Voting System Related Products | COMP-QUATECH CARD | Quatech card and cable for use with SERVO | $ 182.00 |
| Thermal Paper Roll (White) | Voting System Supplies | 1003705 | Paper roll for voting unit | $ 0.66 |
| Thermal Paper Roll (Pink) | Voting System Supplies | 1001-668 | | $ 0.99 |
| Thermal Paper Roll (Green) | Voting System Supplies | 1001-617 | | $ 0.99 |
| Toner Cartridge, Okidata B432D, Black | Voting System Supplies | | Black toner for Okidata B432D printer | $ 165.00 |
| Cable - JBC to First eSlate | Voting System Supplies | 1001-714 | | $ 115.00 |
| Crossover Cable | Voting System Supplies | COMP-CABLE-CROSSOVER | Cable for SERVO connection to eScan | $ 38.50 |
| Hard-panel Privacy Screens (Set of 2), used | Voting System Supplies | 1001-300-U | Pair of hard-panel privacy screens for eSlate or DAU booth, used | $ 30.00 |
| Cable - eSlate to eSlate Daisy Chain | Voting System Supplies | 1001-713 | | $ 126.00 |
| eScan Power Supply, External | Voting System Supplies | 1003087 | | $ 118.00 |
| Leg Left Rear for eSlate Booth | Voting System Supplies | 1000403 | | $ 90.75 |
| Leg Left Rear for DAU Booth | Voting System Supplies | 1000405 | | $ 90.75 |
| Leg Right Rear for eSlate Booth | Voting System Supplies | 1000404 | | $ 78.65 |
| Leg Right Rear for DAU Booth | Voting System Supplies | 1000406 | | $ 78.65 |
| Leg Left Front for eSlate Booth | Voting System Supplies | 1003057 | | $ 60.50 |
| Leg Right Front for eSlate Booth | Voting System Supplies | 1003058 | | $ 60.50 |
| Leg Left Front for DAU Booth | Voting System Supplies | 1003059 | | $ 60.50 |
| Leg Right Front for DAU Booth | Voting System Supplies | 1003060 | | $ 60.50 |
| Parallel Cable - PC to JBC | Voting System Supplies | COMP-A/B Parallel | | $ 49.00 |
| Booth Foot | Voting System Supplies | 1003067 | | $ 42.35 |
| Booth Leg Extension Straight | Voting System Supplies | 1003065 | | $ 36.30 |
| JBC Battery Key with Captive Chain | Voting System Supplies | 1001-540 | | $ 24.20 |
| Lid - Storage Compartment in Booth | Voting System Supplies | 000254 | | $ 16.50 |
| eSlate/DAU Battery Cover | Voting System Supplies | 1001-144 | | $ 13.40 |
| Keyed Lock for Ballot Box Cover | Voting System Supplies | 1003073 | | $ 10.30 |
| JBC Fuse (5-pack) | Voting System Supplies | 1001-172 | | $ 7.90 |
| JBC Paper Roll Spindle | Voting System Supplies | 1001-201 | | $ 7.00 |
| JBC Shipping Box Handle | Voting System Supplies | 1001-509 | | $ 4.50 |
| Port Connector Guide, Booth | Voting System Supplies | 1001-906 | | $ 3.65 |
| Leg Button - Spring-loaded Button Replacement | Voting System Supplies | 1001-827 | | $ 3.65 |
| Jackscrew Male/Female, Long | Voting System Supplies | 1001-848 | For booth port connection. | $ 3.65 |
| Velcro Booth Strap, 7.5" | Voting System Supplies | 1001-818 | | $ 3.50 |
| Booth Replacement Latch | Voting System Supplies | 1001-821 | | $ 3.50 |
| Port Connector Guide - Red "Booth Out" for JBC to First eSlate Cable | Voting System Supplies | 1001-904 | | $ 3.20 |
| Port Connector Guide, eSlate/DAU - Black | Voting System Supplies | 1001-905 | | $ 3.15 |
| Brass Mounting Post for non-VBO Booth | Voting System Supplies | 1001-285 | | $ 3.15 |
| Hinge Support Arm | Voting System Supplies | 1001-706 | Hinge arm for eSlate booth | $ 18.30 |
| JBC Case Bottom | Voting System Supplies | 1001-507-DG | | $ 131.45 |
| Cable - eSlate to eSlate Daisy Chain w/ Mounting Hardware | Voting System Supplies | 1001-805 | | $ 126.00 |
| Cable - Pigtail, Internal Booth to eSlate or DAU | Voting System Supplies | 1001-579 | | $ 75.00 |
| eScan Power Supply Board | Voting System Supplies | 1001-688 | | $ 200.00 |
| Battery Pack (White), JBC/eSlate/DAU | Voting System Supplies | 2001-596 | | $ 30.25 |
| JBC/eScan Power Cord | Voting System Supplies | 2001-496 | | $ 4.60 |
| Battery Pack (Black), JBC/eSlate/DAU | Voting System Supplies | 2001-592 | | $ 63.00 |
| Velcro Booth Strap, 3.8" | Voting System Supplies | 1001-168 | | $ 2.50 |
| JBC Shipping Box Handle Backer | Voting System Supplies | 1001-510 | | $ 2.45 |
| Privacy Screen Clip | Voting System Supplies | 1001-708 | | $ 1.25 |
| Curtain Retainer | Voting System Supplies | 1001-710 | | $ 1.25 |
| Jackscrew Male/Female, Short | Voting System Supplies | 1001-213 | | $ 0.50 |
| Engineering Services (Hourly) | Election/Voting Services | | | $ 250.00 |
| eSlate-to-DAU Conversion | Election/Voting Services | | Conversion of eSlate units to DAU/eSlate units | $ 660.00 |
| New Implementation Services (Daily) | Election/Voting Services | | | $ 2,000.00 |
| Preventative Maintenance at Hart - JBC | Election/Voting Services | | Preventative maintenance for JBC performed at Hart headquarters | $ 100.00 |
| Preventative Maintenance - eScan | Election/Voting Services | | | $ 100.00 |
| Preventative Maintenance - JBC | Election/Voting Services | | | $ 50.00 |
| Preventative Maintenance - Kodak 3520 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak 3520 series scanner, consumables | $ 1,694.00 |
| Preventative Maintenance - Kodak 3520 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak 3520 series scanner, consumables | $ 2,002.00 |
| Preventative Maintenance - Kodak i5200 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i5200 series scanner, consumable | $ 1,814.00 |
| Preventative Maintenance - Kodak i5200 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i5200 series scanner, consumable | $ 2,122.00 |
| Preventative Maintenance - Kodak i5600 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i5600 series scanner, consumable | $ 1,814.00 |
| Preventative Maintenance - Kodak i5600 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i5600 series scanner, consumable | $ 2,122.00 |
| Preventative Maintenance - Kodak i600 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i600 series scanner, consumables | $ 1,702.00 |
| Preventative Maintenance - Kodak i600 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i600 series scanner, consumables | $ 2,009.00 |
| Preventative Maintenance - Kodak i800 (Zone 1-2) | Election/Voting Services | | Preventative maintenance for Kodak i800 series scanner, consumables | $ 3,738.00 |
| Preventative Maintenance - Kodak i800 (Zone 3) | Election/Voting Services | | Preventative maintenance for Kodak i800 series scanner, consumables | $ 3,431.00 |
| Professional Services (Daily)* | Election/Voting Services | | Additional travel charges apply based on customer location | $ 1,250.00 |
| Hart ePollBook Services | Election/Voting Services | | Creation of ePollBook database files | $ 500.00 |
| Technical Services (Hourly) | Election/Voting Services | | | $ 250.00 |
| Training at Hart (Daily) | Election/Voting Services | | Training classes to be held at Hart HQ in Austin, TX | $ 725.00 |
| Webinar Training | Election/Voting Services | | Training delivered via webinar | $ 400.00 |
| Annual License and Support Fee | Election/Voting Services | | annual fee | Variable, dependent upon equipment and software configuration |

*Election Day Support is a 2-day minimum.



12/3/17 New update

Hart InterCivic, Inc.
BuyBoard Contract No. 460-14 Voting Systems Equipment and Supplies

| Product Name | Category/Description | Product Code | Product Description | List Price | | |
|---|---|---|---|---|---|---|
| **Software License: Software License Name** | | <10,000 Registered Voters | 10,000-49,999 Registered Voters | 50,000-249,999 Registered Voters | 250,000+ Registered Voters | |
| Verity Build - Client | Voting Systems Software | $3,750.00 | $7,500.00 | $10,000.00 | $ 12,500.00 | |
| Verity Build - Server | Voting Systems Software | $15,000.00 | $30,000.00 | $40,000.00 | $ 50,000.00 | |
| Verity Central - Client | Voting Systems Software | $4,375.00 | $8,750.00 | $12,500.00 | $ 15,000.00 | |
| Verity Central - Server | Voting Systems Software | $17,500.00 | $35,000.00 | $50,000.00 | $ 60,000.00 | |
| Verity Count - Client | Voting Systems Software | $1,500.00 | $3,000.00 | $3,375.00 | $ 3,750.00 | |
| Verity Count - Server | Voting Systems Software | $6,000.00 | $12,000.00 | $13,500.00 | $ 15,000.00 | |
| | | <50,000 Registered Voters | 50,000-99,999 Registered Voters | 100,000+ Registered voters | | |
| Hart Voting System Access Code On-Demand | Voting Systems Software | $ 5,000.00 | $ 7,500.00 | $ 10,000.00 | | |
| Hart Voting System Absentee Processing System (Networked) | Voting Systems Software | $ 15,000.00 | $ 20,000.00 | $ 25,000.00 | | |
| Hart Voting System Ballot Now | Voting Systems Software | $ 35,000.00 | $ 50,000.00 | $ 60,000.00 | | |
| Hart Voting System Ballot Now Lite | Voting Systems Software | $ 12,000.00 | $ 17,000.00 | $ 20,000.00 | | |
| Hart Voting System BOSS | Voting Systems Software | $ 30,000.00 | $ 40,000.00 | $ 50,000.00 | | |
| Hart Voting System FUSION | Voting Systems Software | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | | |
| Hart Voting System InFUSION | Voting Systems Software | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | | |
| Hart Voting System Rally | Voting Systems Software | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | | |
| Hart Voting System SERVO | Voting Systems Software | $ 4,000.00 | $ 4,000.00 | $ 5,000.00 | | |
| Hart Voting System Tally | Voting Systems Software | $ 12,000.00 | $ 12,000.00 | $ 15,000.00 | | |
| | | <25,000 Registered Voters | | | | |
| Hart Voting System Absentee Processing System (Non-networked) | Voting Systems Software | $ 5,000.00 | | | | |
| | | 1-50 Seats | 51-100 Seats | 101-500 Seats | 501-1000 Seats | 1000+ Seats |
| Hart ePollBook | Voting Systems Software | $ 575.00 | $ 515.00 | $ 465.00 | $ 415.00 | $ 370.00 |



12/3/17 New signed

# The Hart Verity Voting System

Hidalgo County, Texas



HART intercivic™

# Verity Electronic Voting Devices



Verity Controller w/ AutoBallot Kit

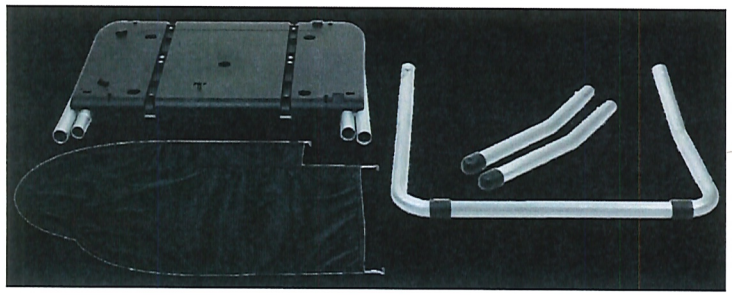


Verity Touch




Verity Touch w/ Access

# Verity Electronic Voting Devices



Verity booth components (stand, legs and privacy screens). The components are stored in a transport bag (pictured at the right).



Stored voting device with booth transport bag

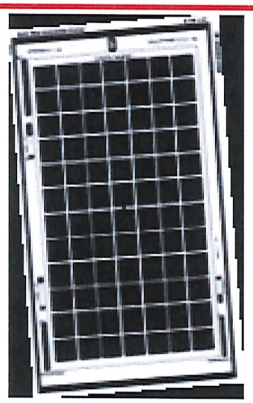


Open voting device and booth

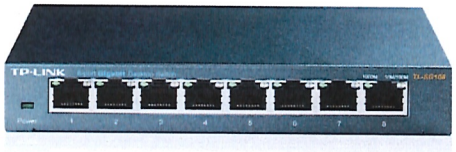
# Verity System Components



Jelly Switches



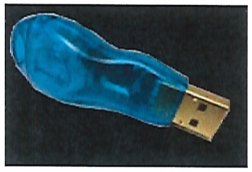
Verity Build Dimensional Overlays (mylar sheets)




Ethernet Switch, 8 port




vDrive



Verity Key



Canon DR-G1130 Central Scanner



Verity Workstation

# Verity System Components



23" Flat Panel Monitor



Okidata B431D Printer



Black Toner, Okidata B431D



Okidata C911 Printer



Okidata ML-1121 Printer



Toner Cartridge, Okidata C911
(shown with box)

# Verity System Components



Corrugated Plastic Transfer Case



Battery Charger (pictured with two batteries)



Verity Caddy Cover (shown covering a caddy)

# Verity System Components



Verity Caddy with Casters (pictured with voting devices)

# Verity System Classification

| Item | Classification | Photo? |
|---|---|---|
| Verity Controller | Hardware | Yes |
| AutoBallot Kit | Hardware | Yes |
| Verity Touch | Hardware | Yes |
| Verity Standard Booth | Component | Yes |
| Verity Touch w/ Access | Hardware | Yes |
| Verity Accessible Booth | Component | Yes |
| Jelly Switches | Component | Yes |
| vDrive | Component | Yes |
| Verity Key | Component | Yes |
| Verity Build | Software | No |
| Verity Build Dimensional Overlays | Component | Yes |

# Verity System Classification

| Item | Classification | Photo? |
|---|---|---|
| Verity Count | Software | No |
| Verity Central – Server | Software | No |
| Canon DR-G1130 Central Scanner | Hardware | Yes |
| Ethernet Switch, 8 Port | Hardware | Yes |
| Verity Workstation | Hardware | Yes |
| 23" Flat Panel Monitor | Hardware | Yes |
| Okidata B431D Printer | Hardware | Yes |
| Black Toner, Okidata B431D | Component | Yes |
| Okidata C911 Printer | Hardware | Yes |
| Okidata ML-1121 Line Printer | Hardware | Yes |
| Toner Cartridge, Okidata C911 | Component | Yes |

# Verity System Classification

| Item | Classification | Photo? |
|---|---|---|
| Corrugated Plastic Transfer Case | Component | Yes |
| Verity Battery Charger | Component | Yes |
| Verity Caddy Cover | Component | Yes |
| Verity Caddy with Casters | Component | Yes |
| New Implementation Services | Services | No |
| License and Support | Licensing | No |

# 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:**
2017-150727

**Date Filed:**
01/05/2017

**Date Acknowledged:**

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

Hart InterCivic, Inc.
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Elections 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.**

Bid No. 2016-429-FAZ
Purchase of Voting Equipment

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

**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.

BARBARA KRAMER
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 04-12-2018
NOTARY ID 124183240

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Phillip Braithwaite, this the 5th day of January 20 17, to certify which, witness my hand and seal of office.

Barbara Kramer — Signature of officer administering oath
BARBARA KRAMER — Printed name of officer administering oath
NOTARY PUBLIC — 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:**
2017-150727

**Date Filed:**
01/05/2017

**Date Acknowledged:**
01/06/2017

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

Hart InterCivic, Inc.
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Elections 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.**

Bid No. 2016-429-FAZ
Purchase of Voting Equipment

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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| | | | |

**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

**SAM Search Results**
**List of records matching your search for :**

**Search Term : hart* intercivic***
**Record Status: Active**

| | | | |
|---|---|---|---|
| ENTITY | HART INTERCIVIC INC | | Status:Active |
| DUNS: 011295821 | +4: | CAGE Code: 4SPQ4 | DoDAAC: |
| Expiration Date: Jan 5, 2018 | Has Active Exclusion?: No | Delinquent Federal Debt?: No | |
| Address: 15500 WELLS PORT DR | | | |
| City: AUSTIN | | State/Province: TEXAS | |
| ZIP Code: 78728-4573 | | Country: UNITED STATES | |

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# Insurance Requirement Acknowledgment

I, Julie Mathis, authorized representative for Hart InterCivic, Inc.,
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: $_____

X have already been met, see attached copy of insurance certificate.

_____ 1/6/17

Authorized Representative — Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2017

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
Willis of Texas, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Charter Oak Fire Insurance Company | 25615 |
| INSURER B: Travelers Property Casualty Company of America | 25674 |
| INSURER C: Standard Fire Insurance Company | 19070 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, TX 78728

**COVERAGES** **CERTIFICATE NUMBER:** W1897491 **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | H-630-7E835167-COF-16 | 07/01/2016 | 07/01/2017 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 0<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BA-7E830830 | 07/01/2016 | 07/01/2017 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB-7E827493 | 07/01/2016 | 07/01/2017 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate Holder is included as an Additional Insured as respects to General Liability as required by written contract.

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**PROJECT REQUIREMENTS**
**ACKNOWLEDGMENT**

This is to certify that I, Julie Mathis, possess all of the APPLICABLE:

1. Licenses: N/A.
2. Bonds: N/A.
3. Certificates: Texas Secretary of State Certification of Verity 2.0 Voting System.
4. Permits: N/A.
5. Other: N/A.

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

1/6/16
Date

Hart InterCivic
Company

15500 Wells Port Dr.
Address

Austin, TX 78728
City, State, Zip

# The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov
www.votetexas.gov

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Carlos H. Cascos
Secretary of State

REPORT OF REVIEW OF HART INTERCIVIC's VERITY 2.0 VOTING SYSTEM

**PRELIMINARY STATEMENT**

On June 29th and 30th, 2016, Hart InterCivic, Inc. (the "Vendor") presented Verity Voting 2.0 Voting System for examination and certification ("Verity 2.0"). The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Stephen Berger, an expert in electronic data communication systems;
2. Mr. Tom Watson, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Ms. Christina Worrell Adkins, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Dr. Jim Sneeringer, an expert in electronic data communication systems
2. Ms. Amanda Crawford, Texas Attorney General's Employee.

On June 29, 2016, Mr. Berger, Mr. Watson, Dr. Sneeringer, and Ms. Adkins witnessed the installation of the Verity 2.0 software and firmware that the Office of the Texas Secretary of State (the "Office") received directly from the Independent Testing Authority. Ms. Adkins examined the accessibility components of the Verity Touch Writer and Verity Touch with Access. Also, Mr. Tim Juro, a staff attorney with the Office, reviewed the accessibility components of the Verity Touch Writer and Verity Touch with Access.

On June 30, 2016, the Vendor demonstrated the system, answered questions presented by the examiners, and test ballots were then processed on each voting device. Each examiner attended. The results were accumulated and later verified for accuracy by the Secretary of State staff.

Other members of the Office of the Texas Secretary of State's Elections Division staff and other staff from the Office of the Attorney General were present at various points during the two day examination. Examiner reports on the system are attached hereto and incorporated herein by this reference.

On August 31, 2016, a public hearing was conducted in which interested persons were given an opportunity to express views for or against certification of the system.

## BRIEF DESCRIPTION OF VERITY 2.0

With the exception of Verity Data, Verity Controller, Verity Touch and Verity Touch with Access, the products listed below are upgrades to previous qualified versions of either hardware and/or software that have been certified for use in the State of Texas.

The Verity 2.0 Voting System has been evaluated at an accredited independent voting system testing laboratory for conformance to the 2005 Voluntary Voting System Guidelines (VVSG). It has received Elections Assistance Commission (EAC) # HRTVerity2.0 on April 27, 2016. The components of Verity 2.0 include:

| Component | Version | Description |
|---|---|---|
| Verity Build | 2.0.2 | Election definition software application |
| Verity Central | 2.0.2 | Central scanning software |
| Verity Count | 2.0.2 | Central count tabulation and reporting software application |
| Verity User Management | 2.0.2 | User Management Software application |
| Verity Election Management | 2.0.2 | Data Management Software application |
| Verity Desktop | 2.0.2 | Workstation management software |
| Verity Scan | 2.0.3 | Digital scanner (precinct scanner) (firmware) |
| Verity Touch Writer with Access | 2.0.3 | Ballot Marking device with audio/tactile interface |
| Verity Data | 2.0.2 | Election definition software application |
| Verity Controller | 2.0.3 | Controller unit for Verity Touch/Verity Touch with Access |
| Verity Touch | 2.0.3 | Direct recording electronic voting machine (DRE) |
| Verity Touch with Access | 2.0.3 | Controller for Verity Touch DAU unit |

## FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, Texas voting system examiner reports, comments received at the public hearing held on August 31, 2016, and written public comments received.

The majority of the public comments received regarded the Verity Touch direct recording electronic (DRE) voting machine not producing a Voter Verified Paper Audit Trail (VVPAT). There is no federal or state law requiring VVPAT, and therefore, is not a requirement for certification. There were a number of other comments expressing concern that the Verity Touch DRE did not meet the requirements of the Texas Constitution in regards to the numbering of ballots. The Verity Touch DRE numbers ballots through the public counter, which is the method of numbering ballots prescribed by state law, and meets the requirements of the Texas Constitution. There were a number of comments regarding the requirements of the Texas Election Code in regards to the storage of ballot images and use of ballot images in a recount. The Verity Touch meets the requirements of storing

and producing ballot images, which are the electronically produced records of all votes cast by a single voter. In addition, there were a number of public comments received requesting an additional time to review the examiner reports and other materials. The Secretary of State provided more than the ten days after the date of the public hearing for written public comments required under 1 T.A.C. § 81.60, permitting comments outside the ten day public comment period, until November 30, 2016, to allow any interested persons to submit comments.

Each component of Verity 2.0, among other things:

1. Preserves the secrecy of the ballot;
2. Is suitable for the purpose for which it is intended;
3. Operates safely, efficiently, and accurately and complies with the voting system standards adopted by the Election Assistance Commission;
4. Is safe from fraudulent or unauthorized manipulation;
5. Permits voting on all offices and measures to be voted on at the election;
6. Prevents counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevents counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevents counting a vote on the same office or measure more than once;
9. Permits write-in voting;
10. Is capable of permitting straight-party voting; and
11. Is capable of providing records from which the operation of the system may be audited.

## CONDITIONS

During the examination of the system, some examiners identified certain aspects of Verity 2.0 they thought might be improved, though each examiner recommended certification notwithstanding these aspects. There is only one condition on certification:

1. Precinct devices used during early voting by personal appearance, and central accumulators, pursuant to 1 T.A.C .§§ 81.52(h) and 81.62(a), are required to attach continuous feed audit log printers. Due to 1 T.A.C. §§ 81.52(h) and 81.62(a), end-users shall not use Verity Scan 2.0.3 as (1) a precinct device during early voting by personal appearance or (2) a central accumulator.

## CONCLUSION

Accordingly, based upon the foregoing, I hereby certify Verity 2.0 for use in elections in Texas, subject to the above condition.

Signed under my hand and seal of office, this 15th day of December 2016.

Coby Shorter III

COBY SHORTER, III
DEPUTY SECRETARY OF STATE

## ES&S Software and Equipment End Dates and Deadlines

| Description | Duration | End Date | Qty | Deadline to mail Termination Letter |
|---|---|---|---|---|
| Ivotronic Voting Machines and 650 Machine | 2/1/2016 - 1/31/2017 | 1/31/2017 | 267 plus 650 Machine | 12/31/2016 |
| Ivotronic Voting Machines | 5/1/2016 - 4/30/2017 | 4/30/2017 | 70 Voting Machines | 3/30/2017 |
| Unity Software Renewal License | 7/1/2016 - 6/30/2017 | 6/30/2017 | 1 Sofware License | 5/30/2017 |
| Unity ERM Software Renewal License | 9/1/2016 - 8/31/2017 | 8/31/2017 | 1 Sofware License | 7/31/2017 |
| Ivotronic Voting Machines | 8/1/2016 - 7/31/2017 | 7/31/2017 | 494 Voting Machines | 6/30/2017 |

**AI-58254** **Purchasing Department** **23. B. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

a. Recommendation by project engineer, Sames Engineering & Surveying to award the Base Bid to the responsible vendor **M.J.A. Construction** - submitting the lowest and best bid meeting all specifications for FEMA project "Paving & Drainage Improvements-Las Nubes Dr., Marlen St., Lott Rd., & Old River Rd." in the amount as listed below:

| RFB: 2016-401-12-28-YZV | |
|---|---|
| | AMOUNT |
| Las Nubes Drive<br>Marlen Street<br>Lott Road<br>Old River Road | $ 36,815.00<br>$ 78,605.10<br>$239,826.75<br>$201,221.65 |
| **TOTAL BASE BID** | **$556,468.50** |

b. Pursuant to TX Local Government Code 262.031 and in the interest of expediting a project's progress, requesting authority/ approval for the Precinct Commissioner or designee: David Suarez, Chief Administrator to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits..'. The original contract price may not be decreased by 18% or more without the consent of the contractor".

**BACKGROUND**

Authority to advertise CC 12/06/2016 AI-57505

CC 07/19/16 AI-55397 – approval to accept PWs
PA-06-TX-4245-PW-00090(0) – Lott Road
PA-06-TX-4245-PW-00150(0) – Las Nubes, Old River Road, and Marlen Street

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## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** See Below

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

**BUDGETARY IMPACT:**

7-1280-431-00-121-821-5-721-Las Nubes Drive
7-1280-431-00-121-827-5-721-Marlen Street
7-1280-431-00-121-814-5-721-Lott Road
7-1280-431-00-121-822-5-721-Old River Road

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**Attachments**

Sames-Recommendation Letter to Prct1
Precinct 1 Recommendation Email

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/31/2017 10:19 AM |
| Budget & Management | Veronica Ortiz | 01/31/2017 10:22 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Yolanda Velasquez Started On: 01/27/2017 09:48 AM
Final Approval Date: 02/02/2017

**SAM Engineering and 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

January 06, 2017

Martha L. Salazar
Purchasing Department
Hidalgo County
2812 S Business Hwy 281
Edinburg, Texas 78539

Re; Recommendation to Award Construction Contract
Hidalgo County Precinct No. 1 Paving & Drainage Improvements
Las Nubes Dr, Marlen St, Lott Rd, & Old River Rd

Ms. Salazar,

A bid opening was held on Wednesday, December 28, 2016 where nine (9) bids were received for the Hidalgo County Precinct No. 1 Paving & Drainage Improvements – Las Nubes Dr, Marlen St, Lott Rd, & Old River Rd.

After review of the Unit Bid Pricing provided, we have prepared Bid Tabulations and have confirmed that M.J.A Construction has submitted the lowest responsive Base Bid in the amount of $556,468.50.00. They have also submitted the required bid bond and other required documentation. Please find attached the Bid Tabulation Sheet for your review.

We are recommending that M.J.A. Construction be awarded the above referenced project for a total contract amount of **$556,468.50** and a total construction period of 120 calendar days. 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

S:\SAMESINC\ENG\ENG 2016\Eng 16.031 Hidalgo County FEMA Roads\December Bid\Letter of Recomendation\Recommendation to Award.doc

**BID TABULATIONS**
**HIDALGO COUNTY PRECINCT NO. 1**
**PAVING AND DRAINAGE IMPROVEMENTS**
**(LAS NUBES DR, MARLEN ST, LOTT, OLD RIVER RD)**

Bid Opening: December 28, 2016
9:30 AM
Hidalgo County

| BID ITEM | ITEM DESCRIPTION | UNIT | QTY | MJA CONSTRUCTION | | | TEXAS CORDIA CONSTRUCTION | | | REIM CONSTRUCTION | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | TABULATION | BID FORM | UNIT PRICE | TABULATION | BID FROM | UNIT PRICE | TABULATION | BID FORM |
| ***LAS NUBES DR*** | | | | | | | | | | | | |
| 1 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6IN DEPTH) | SY | 1,260 | $ 3.75 | $ 4,725.00 | $ 4,725.00 | $ 3.00 | $ 3,780.00 | $ 3,780.00 | $ 2.55 | $ 3,213.00 | $ 3,213.00 |
| 2 | 1200 BIAXIAL GEOGRID BY TENSAR OF APPROVED EQUAL | SY | 1,260 | $ 1.35 | $ 1,701.00 | $ 1,701.00 | $ 2.50 | $ 3,150.00 | $ 3,150.00 | $ 2.25 | $ 2,835.00 | $ 2,835.00 |
| 3 | 6 IN LIME TREAT EXISTING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 1,260 | $ 1.80 | $ 2,268.00 | $ 2,268.00 | $ 2.00 | $ 2,520.00 | $ 2,520.00 | $ 3.95 | $ 4,977.00 | $ 4,977.00 |
| 4 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WEIGHT COMPLETED IN PLACE | SY | 1,260 | $ 6.00 | $ 7,560.00 | $ 7,560.00 | $ 6.00 | $ 7,560.00 | $ 7,560.00 | $ 6.70 | $ 8,442.00 | $ 8,442.00 |
| 5 | PRIME COAT (MC-30) | GAL | 252 | $ 8.00 | $ 2,016.00 | $ 2,016.00 | $ 4.00 | $ 1,008.00 | $ 1,008.00 | $ 4.15 | $ 1,045.80 | $ 1,045.80 |
| 6 | 2 IN HMAC TY D PG 76-22 | SY | 1,260 | $ 10.75 | $ 13,545.00 | $ 13,545.00 | $ 11.50 | $ 14,490.00 | $ 14,490.00 | $ 10.35 | $ 13,041.00 | $ 13,041.00 |
| 7 | BARRICADES, SIGNS AND TRAFFIC HANDLING | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 2,275.00 | $ 2,275.00 | $ 2,275.00 | $ 4,570.00 | $ 4,570.00 | $ 4,570.00 |
| | | | | *SUBTOTAL* | *$ 36,815.00* | *$ 36,815.00* | *SUBTOTAL* | *$ 34,783.00* | *$ 34,783.00* | *SUBTOTAL* | *$ 38,123.80* | *$ 38,123.80* |
| ***MARLEN STREET*** | | | | | | | | | | | | |
| 8 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6IN DEPTH) | SY | 3,014 | $ 3.75 | $ 11,302.50 | $ 11,302.50 | $ 3.00 | $ 9,042.00 | $ 9,042.00 | $ 2.55 | $ 7,685.70 | $ 7,685.70 |
| 9 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 3,014 | $ 1.35 | $ 4,068.90 | $ 4,068.90 | $ 2.50 | *$ 7,535.00* | *$ 7,535.00* | *$ 2.25* | $ 6,781.50 | *$ 6,781.50* |
| 10 | 6 IN LIME TREAT EXISTING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 3,014 | $ 1.80 | $ 5,425.20 | $ 5,425.20 | $ 2.00 | $ 6,028.00 | $ 6,028.00 | $ 3.95 | $ 11,905.30 | $ 11,905.30 |
| 11 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5 % BY WEIGHT COMPLETED IN PLACE | SY | 3,014 | $ 6.00 | $ 18,084.00 | $ 18,084.00 | $ 6.00 | $ 18,084.00 | $ 18,084.00 | $ 6.70 | $ 20,193.80 | $ 20,193.80 |
| 12 | PRIME COAT (MC-30) | GAL | 603 | $ 8.00 | $ 4,824.00 | $ 4,824.00 | $ 4.00 | $ 2,412.00 | $ 2,412.00 | $ 4.15 | $ 2,502.45 | $ 2,502.45 |
| 13 | 2 IN HMAC TY D PG 76-22 | SY | 3,014 | $ 10.75 | $ 32,400.50 | $ 32,400.50 | $ 11.50 | $ 34,661.00 | $ 34,661.00 | $ 10.35 | $ 31,194.90 | $ 31,194.00 |
| 14 | BARRICADES, SIGNS AND TRAFFIC HANDLING | LS | 1 | $ 2,500.00 | $ 2,500.00 | $ 2,500.00 | $ 2,275.00 | $ 2,275.00 | $ 2,275.00 | $ 4,570.00 | $ 4,570.00 | $ 4,570.00 |
| | | | | *SUBTOTAL* | *$ 78,605.10* | *$ 78,605.10* | *SUBTOTAL* | *$ 80,037.00* | *$ 80,037.00* | *SUBTOTAL* | *$ 84,833.65* | *$ 84,833.65* |
| ***LOTT ROAD*** | | | | | | | | | | | | |
| 15 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6 IN DEPTH) | SY | 9,595 | $ 3.50 | $ 33,582.50 | $ 33,582.50 | $ 3.00 | $ 28,785.00 | $ 28,785.00 | $ 2.55 | $ 24,467.25 | $ 24,467.25 |
| 16 | 6 IN LIME TREAT EXISITING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 9,595 | $ 1.80 | $ 17,271.00 | $ 17,271.00 | $ 2.00 | $ 19,190.00 | $ 19,190.00 | $ 3.95 | $ 37,900.25 | $ 37,900.25 |
| 17 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 9,595 | $ 1.35 | $ 12,953.25 | $ 12,953.25 | $ 2.50 | $ 23,987.50 | $ 23,987.50 | $ 2.25 | $ 21,588.75 | $ 21,588.75 |
| 18 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WIEGHT COMPLETED IN PLACE | SY | 9,595 | $ 6.00 | $ 57,570.00 | $ 57,570.00 | $ 6.00 | $ 57,570.00 | $ 57,570.00 | $ 6.70 | $ 64,286.50 | $ 64,286.50 |
| 19 | PRIME COAT (MC-30) | GAL | 1,919 | $ 8.00 | $ 15,352.00 | $ 15,352.00 | $ 4.00 | $ 7,676.00 | $ 7,676.00 | $ 4.15 | $ 7,963.85 | $ 7,963.85 |
| 20 | 2 IN HMAC TY D PG 76-22 | SY | 8,224 | $ 10.50 | $ 86,352.00 | $ 86,352.00 | $ 11.50 | $ 94,576.00 | $ 94,576.00 | $ 10.35 | $ 85,118.40 | $ 85,118.40 |
| 21 | REGRADE ROADSIDE DITCHES | LF | 6,168 | $ 2.00 | $ 12,336.00 | $ 12,336.00 | $ 2.00 | $ 12,336.00 | $ 12,336.00 | $ 1.50 | $ 9,252.00 | $ 9,252.00 |
| 22 | REFL PAV MRK TYPE 1 (4 IN)(Y)(BROKEN) | LF | 2,940 | $ 1.50 | $ 4,410.00 | $ 4,410.00 | $ 1.00 | $ 2,940.00 | $ 2,940.00 | $ 1.30 | $ 3,822.00 | $ 3,822.00 |
| | | | | *SUBTOTAL* | *$ 239,826.75* | *$ 239,826.75* | *SUBTOTAL* | *$ 247,060.50* | *$ 247,060.50* | *SUBTOTAL* | *$ 254,399.00* | *$ 254,399.00* |
| ***OLD RIVER ROAD*** | | | | | | | | | | | | |
| 23 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6 IN DEPTH) | SY | 8,201 | $ 3.50 | $ 28,703.50 | $ 28,703.50 | $ 2.00 | $ 16,402.00 | $ 16,402.00 | $ 2.55 | $ 20,912.55 | $ 20,912.55 |
| 24 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 8,201 | $ 1.35 | $ 11,071.35 | $ 11,071.35 | $ 2.50 | $ 20,502.50 | $ 20,502.50 | $ 2.25 | $ 18,452.25 | $ 18,452.25 |
| 25 | 6 IN LIME TREAT EXISITING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 8,201 | $ 1.80 | $ 14,761.80 | $ 14,761.80 | $ 2.00 | $ 16,402.00 | $ 16,420.00 | $ 3.95 | $ 32,393.95 | $ 32,393.95 |
| 26 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WIEGHT COMPLETED IN PLACE | SY | 8,201 | $ 6.00 | $ 49,206.00 | $ 49,206.00 | $ 6.00 | $ 49,206.00 | $ 49,206.00 | $ 6.70 | $ 54,946.70 | $ 54,946.00 |
| 27 | PRIME COAT (MC-30) | GAL | 1,640 | $ 8.00 | $ 13,120.00 | $ 13,120.00 | $ 4.00 | $ 6,560.00 | $ 6,560.00 | $ 4.15 | $ 6,806.00 | $ 6,806.00 |
| 28 | 2 IN HMAC TY D PG 76-22 | SY | 7,030 | $ 10.50 | $ 73,815.00 | $ 73,815.00 | $ 11.50 | $ 80,845.00 | $ 80,845.00 | $ 10.35 | $ 72,760.50 | $ 72,760.50 |
| 29 | REGRADE ROADSIDE DITCHES | LF | 5,272 | $ 2.00 | $ 10,544.00 | $ 10,544.00 | $ 2.00 | $ 10,544.00 | $ 10,544.00 | $ 1.50 | $ 7,908.00 | $ 7,908.00 |
| | | | | *SUBTOTAL* | *$ 201,221.65* | *$ 201,221.65* | | *$ 200,461.50* | *$ 200,461.50* | *SUBTOTAL* | *$ 214,179.95* | *$ 214,179.95* |
| | | | | | | | | | | | | |
| ***TOTAL BASE BID*** | | | | | ***$ 556,468.50*** | *$ 556,468.50* | | ***$ 562,342.00*** | *$ 562,342.00* | | ***$ 591,536.40*** | *$ 591,536.40* |

1/4/2017

STATE OF TEXAS
ROBERTO SALINAS
122063
LICENSED
PROFESSIONAL ENGINEER

P.E.



SAMES, INC.
200 S. 10TH STREET, SUITE 1607, MCALLEN, TX. 78501
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

SAMES
SAM ENGINEERING & SURVEYING INC

**BID TABULATIONS**
**HIDALGO COUNTY PRECINCT NO. 1**
**PAVING AND DRAINAGE IMPROVEMENTS**
**(LAS NUBES DR, MARLEN ST, LOTT, OLD RIVER RD)**

Bid Opening: December 28, 2016
9:30 AM
Hidalgo County

| BID ITEM | ITEM DESCRIPTION | UNIT | QTY | 2GS, LLC Dba EARTHWORKS ENTERPRISE | | | RDH SITE AND CONCRETE, LLC | | | JM CONSTRUCTION | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | TABULATION | BID FROM | UNIT PRICE | TABULATION | BID FORM | UNIT PRICE | TABULATION | BID FROM |
| ***LAS NUBES DR*** | | | | | | | | | | | | |
| 1 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6IN DEPTH) | SY | 1,260 | $ 3.70 | $ 4,662.00 | $ 4,662.00 | $ 2.60 | $ 3,276.00 | $ 3,276.00 | $ 4.00 | $ 5,040.00 | $ 5,040.00 |
| 2 | 1200 BIAXIAL GEOGRID BY TENSAR OF APPROVED EQUAL | SY | 1,260 | $ 3.00 | $ 3,780.00 | $ 3,780.00 | $ 2.75 | $ 3,465.00 | $ 3,465.00 | $ 3.50 | $ 4,410.00 | $ 4,410.00 |
| 3 | 6 IN LIME TREAT EXISTING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 1,260 | $ 3.00 | $ 3,780.00 | $ 3,780.00 | $ 5.00 | $ 6,300.00 | $ 6,300.00 | $ 4.00 | $ 5,040.00 | $ 5,040.00 |
| 4 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WEIGHT COMPLETED IN PLACE | SY | 1,260 | $ 7.25 | $ 9,135.00 | $ 9,135.00 | $ 5.00 | $ 6,300.00 | $ 6,300.00 | $ 4.00 | $ 5,040.00 | $ 5,040.00 |
| 5 | PRIME COAT (MC-30) | GAL | 252 | $ 5.00 | $ 1,260.00 | $ 1,260.00 | $ 10.00 | $ 2,520.00 | $ 2,520.00 | $ 6.50 | $ 1,638.00 | $ 1,638.00 |
| 6 | 2 IN HMAC TY D PG 76-22 | SY | 1,260 | $ 11.00 | $ 13,860.00 | $ 13,860.00 | $ 10.00 | $ 12,600.00 | $ 12,600.00 | $ 11.50 | $ 14,490.00 | $ 14,490.00 |
| 7 | BARRICADES, SIGNS AND TRAFFIC HANDLING | LS | 1 | $ 750.00 | $ 750.00 | $ 750.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 |
| | | | | *SUBTOTAL* | *$ 37,227.00* | *$ 37,227.00* | *SUBTOTAL* | *$ 40,461.00* | *$ 40,461.00* | *SUBTOTAL* | *$ 37,158.00* | $ 37,158.00 |
| ***MARLEN STREET*** | | | | | | | | | | | | |
| 8 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6IN DEPTH) | SY | 3,014 | $ 3.70 | $ 11,151.80 | $ 11,151.80 | $ 2.60 | $ 7,836.40 | $ 7,836.40 | $ 4.00 | $ 12,056.00 | $ 12,056.00 |
| 9 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 3,014 | $ 3.00 | $ 9,042.00 | $ 9,042.00 | $ 2.75 | $ 8,288.50 | $ 8,288.50 | $ 3.50 | $ 10,549.00 | $ 10,549.00 |
| 10 | 6 IN LIME TREAT EXISTING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 3,014 | $ 3.00 | $ 9,042.00 | $ 9,042.00 | $ 5.00 | $ 15,070.00 | $ 15,070.00 | $ 4.00 | $ 12,056.00 | $ 12,056.00 |
| 11 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5 % BY WEIGHT COMPLETED IN PLACE | SY | 3,014 | $ 7.00 | $ 21,098.00 | $ 21,098.00 | $ 5.00 | $ 15,070.00 | $ 15,070.00 | $ 4.00 | $ 12,056.00 | $ 12,056.00 |
| 12 | PRIME COAT (MC-30) | GAL | 603 | $ 5.00 | $ 3,015.00 | $ 3,015.00 | $ 10.00 | $ 6,030.00 | $ 6,030.00 | $ 6.50 | $ 3,919.50 | $ 3,919.50 |
| 13 | 2 IN HMAC TY D PG 76-22 | SY | 3,014 | $ 11.00 | $ 33,154.00 | $ 33,154.00 | $ 10.00 | $ 30,140.00 | $ 30,140.00 | $ 11.50 | $ 34,661.00 | $ 34,661.00 |
| 14 | BARRICADES, SIGNS AND TRAFFIC HANDLING | LS | 1 | $ 750.00 | $ 750.00 | $ 750.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 2,000.00 | $ 2,000.00 | $ 2,000.00 |
| | | | | *SUBTOTAL* | *$ 87,252.80* | *$ 87,252.80* | *SUBTOTAL* | *$ 88,434.90* | *$ 88,434.90* | *SUBTOTAL* | *$ 87,297.50* | *$ 87,297.50* |
| ***LOTT ROAD*** | | | | | | | | | | | | |
| 15 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6 IN DEPTH) | SY | 9,595 | $ 3.70 | $ 35,501.50 | $ 35,501.50 | $ 2.60 | $ 24,947.00 | $ 24,947.00 | $ 4.00 | $ 38,380.00 | $ 38,380.00 |
| 16 | 6 IN LIME TREAT EXISITING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 9,595 | $ 3.00 | $ 28,785.00 | $ 28,785.00 | $ 2.75 | $ 26,386.25 | $ 26,386.25 | $ 4.00 | $ 38,380.00 | $ 38,380.00 |
| 17 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 9,595 | $ 3.00 | $ 28,785.00 | $ 28,785.00 | $ 5.00 | $ 47,975.00 | $ 47,975.00 | $ 3.50 | $ 33,582.50 | $ 33,582.50 |
| 18 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WIEGHT COMPLETED IN PLACE | SY | 9,595 | $ 7.00 | $ 67,165.00 | $ 67,165.00 | $ 5.00 | $ 47,975.00 | $ 47,975.00 | $ 4.00 | $ 38,380.00 | $ 38,380.00 |
| 19 | PRIME COAT (MC-30) | GAL | 1,919 | $ 5.00 | $ 9,595.00 | $ 9,595.00 | $ 10.00 | $ 19,190.00 | $ 19,190.00 | $ 6.50 | $ 12,473.50 | $ 12,473.00 |
| 20 | 2 IN HMAC TY D PG 76-22 | SY | 8,224 | $ 10.00 | $ 82,240.00 | $ 82,240.00 | $ 10.00 | $ 82,240.00 | $ 82,240.00 | $ 11.50 | $ 94,576.00 | $ 94,576.00 |
| 21 | REGRADE ROADSIDE DITCHES | LF | 6,168 | $ 2.00 | $ 12,336.00 | $ 12,336.00 | $ 2.00 | $ 12,336.00 | $ 12,336.00 | $ 4.00 | $ 24,672.00 | $ 24,672.00 |
| 22 | REFL PAV MRK TYPE 1 (4 IN)(Y)(BROKEN) | LF | 2,940 | $ 1.60 | $ 4,704.00 | $ 4,704.00 | $ 2.50 | $ 7,350.00 | $ 7,350.00 | $ 3.00 | $ 8,820.00 | $ 8,820.00 |
| | | | | *SUBTOTAL* | *$ 269,111.50* | *$ 269,111.50* | *SUBTOAL* | *$ 268,399.25* | *$ 268,399.25* | *SUBTOTAL* | *$ 289,264.00* | *$ 289,264.00* |
| ***OLD RIVER ROAD*** | | | | | | | | | | | | |
| 23 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6 IN DEPTH) | SY | 8,201 | $ 3.70 | $ 30,343.70 | $ 30,343.70 | $ 2.60 | $ 21,322.60 | $ 21,322.60 | $ 4.00 | $ 32,804.00 | $ 32,804.00 |
| 24 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 8,201 | $ 3.00 | $ 24,603.00 | $ 24,603.00 | $ 2.75 | $ 22,552.75 | $ 22,552.75 | $ 3.50 | $ 28,703.50 | $ 28,703.50 |
| 25 | 6 IN LIME TREAT EXISITING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 8,201 | $ 3.00 | $ 24,603.00 | $ 24,603.00 | $ 5.00 | $ 41,005.00 | $ 41,005.00 | $ 4.00 | $ 32,804.00 | $ 32,804.00 |
| 26 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WIEGHT COMPLETED IN PLACE | SY | 8,201 | $ 7.00 | $ 57,407.00 | $ 57,407.00 | $ 5.00 | $ 41,005.00 | $ 41,005.00 | $ 4.00 | $ 32,804.00 | $ 32,804.00 |
| 27 | PRIME COAT (MC-30) | GAL | 1,640 | $ 5.00 | $ 8,200.00 | $ 8,200.00 | $ 10.00 | $ 16,400.00 | $ 16,400.00 | $ 6.50 | $ 10,660.00 | $ 10,660.00 |
| 28 | 2 IN HMAC TY D PG 76-22 | SY | 7,030 | $ 10.00 | $ 70,300.00 | $ 70,300.00 | $ 10.00 | $ 70,300.00 | $ 70,300.00 | $ 11.50 | $ 80,845.00 | $ 80,845.00 |
| 29 | REGRADE ROADSIDE DITCHES | LF | 5,272 | $ 2.00 | $ 10,544.00 | $ 10,544.00 | $ 2.00 | $ 10,544.00 | $ 10,544.00 | $ 4.00 | $ 21,088.00 | $ 21,088.00 |
| | | | | *SUBTOTAL* | *$ 226,000.70* | *$ 226,000.70* | *SUBTOTAL* | *$ 223,129.35* | *$ 223,129.35* | *SUBTOTAL* | *$ 239,708.50* | *$ 239,708.50* |
| ***TOTAL BASE BID*** | | | | | ***$ 619,592.00*** | *$ 619,592.00* | | ***$ 620,424.50*** | $ 620,424.50 | | ***$ 653,428.00*** | $ 653,428.00 |

STATE OF TEXAS
ROBERTO SALINAS
122063
LICENSED
PROFESSIONAL ENGINEER
1/4/2017
, PE.



SAMES, INC.
200 S. 10TH STREET, SUITE 1607, MCALLEN, TX. 78501
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

SAMES
SAM ENGINEERING & SURVEYING INC

**BID TABULATIONS**
**HIDALGO COUNTY PRECINCT NO. 1**
**PAVING AND DRAINAGE IMPROVEMENTS**
**(LAS NUBES DR, MARLEN ST, LOTT, OLD RIVER RD)**

Bid Opening: December 28, 2016
9:30 AM
Hidalgo County

| BID ITEM | ITEM DESCRIPTION | UNIT | QTY | FOREMOST PAVING | | | BENCHMARK UTILITY CONTRACTORS INC | | | RG ENTERPRISES Dba G&G CONTRACTORS | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | TABULATION | BID FROM | UNIT PRICE | TABULATION | BID FROM | UNIT PRICE | TABULATION | BID FROM |
| ***LAS NUBES DR*** | | | | | | | | | | | | |
| 1 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6IN DEPTH) | SY | 1,260 | $ 5.00 | $ 6,300.00 | $ 6,300.00 | $ 5.00 | $ 6,300.00 | $ 6,300.00 | $ 6.60 | $ 8,316.00 | $ 8,316.00 |
| 2 | 1200 BIAXIAL GEOGRID BY TENSAR OF APPROVED EQUAL | SY | 1,260 | $ 3.50 | $ 4,410.00 | $ 4,410.00 | $ 3.00 | $ 3,780.00 | $ 3,780.00 | $ 1.80 | $ 2,268.00 | $ 2,268.00 |
| 3 | 6 IN LIME TREAT EXISTING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 1,260 | $ 3.00 | $ 3,780.00 | $ 3,780.00 | $ 5.00 | $ 6,300.00 | $ 6,300.00 | $ 5.22 | $ 6,577.20 | $ 6,577.20 |
| 4 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WEIGHT COMPLETED IN PLACE | SY | 1,260 | $ 8.00 | $ 10,080.00 | $ 10,080.00 | $ 10.00 | $ 12,600.00 | $ 12,600.00 | $ 13.04 | $ 16,430.40 | $ 16,435.44 |
| 5 | PRIME COAT (MC-30) | GAL | 252 | $ 4.50 | $ 1,134.00 | $ 1,134.00 | $ 3.00 | $ 756.00 | $ 756.00 | $ 12.60 | $ 3,175.20 | $ 3,175.20 |
| 6 | 2 IN HMAC TY D PG 76-22 | SY | 1,260 | $ 11.00 | $ 13,860.00 | $ 13,860.00 | $ 10.00 | $ 12,600.00 | $ 12,600.00 | $ 12.30 | $ 15,498.00 | $ 15,498.00 |
| 7 | BARRICADES, SIGNS AND TRAFFIC HANDLING | LS | 1 | $ 7,000.00 | $ 7,000.00 | $ 7,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 7,200.00 | $ 7,200.00 | $ 7,200.00 |
| | | | | *SUBTOTAL* | *$ 46,564.00* | $ 46,564.00 | *SUBTOTAL* | $ 62,336.00 | $ 62,336.00 | *SUBTOTAL* | *$ 59,464.80* | $ 59,469.84 |
| ***MARLEN STREET*** | | | | | | | | | | | | |
| 8 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6IN DEPTH) | SY | 3,014 | $ 5.00 | $ 15,070.00 | $ 15,070.00 | $ 5.00 | $ 15,070.00 | $ 15,070.00 | $ 6.60 | $ 19,892.40 | $ 19,892.40 |
| 9 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 3,014 | $ 3.50 | $ 10,549.00 | $ 10,549.00 | $ 3.00 | $ 9,042.00 | $ 9,042.00 | $ 1.80 | $ 5,425.20 | $ 5,425.20 |
| 10 | 6 IN LIME TREAT EXISTING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 3,014 | $ 3.00 | $ 9,042.00 | $ 9,042.00 | $ 5.00 | $ 15,070.00 | $ 15,070.00 | $ 5.22 | $ 15,733.08 | $ 15,733.08 |
| 11 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5 % BY WEIGHT COMPLETED IN PLACE | SY | 3,014 | $ 8.00 | $ 24,112.00 | $ 24,112.00 | $ 10.00 | $ 30,140.00 | $ 30,140.00 | $ 13.04 | $ 39,302.56 | $ 39,302.56 |
| 12 | PRIME COAT (MC-30) | GAL | 603 | $ 4.50 | $ 2,713.50 | $ 2,713.50 | $ 3.00 | $ 1,809.00 | $ 1,809.00 | $ 12.60 | $ 7,597.80 | $ 7,597.80 |
| 13 | 2 IN HMAC TY D PG 76-22 | SY | 3,014 | $ 11.00 | $ 33,154.00 | $ 33,157.00 | $ 10.00 | $ 30,140.00 | $ 30,140.00 | $ 12.30 | $ 37,072.20 | $ 37,072.20 |
| 14 | BARRICADES, SIGNS AND TRAFFIC HANDLING | LS | 1 | $ 7,000.00 | $ 7,000.00 | $ 7,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 7,200.00 | $ 7,200.00 | $ 7,200.00 |
| | | | | *SUBTOTAL* | *$ 101,640.50* | *$ 101,640.50* | *SUBTOTAL* | *$ 121,271.00* | *$ 121,271.00* | *SUBTOTAL* | *$ 132,223.24* | *$ 132,223.24* |
| ***LOTT ROAD*** | | | | | | | | | | | | |
| 15 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6 IN DEPTH) | SY | 9,595 | $ 3.00 | $ 28,785.00 | $ 28,785.00 | $ 5.00 | $ 47,975.00 | $ 47,975.00 | $ 6.60 | $ 63,327.00 | $ 63,327.00 |
| 16 | 6 IN LIME TREAT EXISITING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 9,595 | $ 3.00 | $ 28,785.00 | $ 28,785.00 | $ 5.00 | $ 47,975.00 | $ 47,975.00 | $ 5.22 | $ 50,085.90 | $ 50,085.90 |
| 17 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 9,595 | $ 2.50 | $ 23,987.50 | $ 23,987.50 | $ 3.00 | $ 28,785.00 | $ 28,785.00 | $ 1.80 | $ 17,271.00 | $ 17,271.00 |
| 18 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WIEGHT COMPLETED IN PLACE | SY | 9,595 | $ 8.00 | $ 76,760.00 | $ 76,760.00 | $ 10.00 | $ 95,950.00 | $ 95,950.00 | $ 13.04 | $ 125,118.80 | $ 125,118.80 |
| 19 | PRIME COAT (MC-30) | GAL | 1,919 | $ 4.50 | $ 8,635.50 | $ 8,635.00 | $ 3.00 | $ 5,757.00 | $ 5,757.00 | $ 12.60 | $ 24,179.40 | $ 24,179.40 |
| 20 | 2 IN HMAC TY D PG 76-22 | SY | 8,224 | $ 9.00 | $ 74,016.00 | $ 74,016.00 | $ 10.00 | $ 82,240.00 | $ 82,240.00 | $ 12.30 | $ 101,155.20 | $ 101,155.20 |
| 21 | REGRADE ROADSIDE DITCHES | LF | 6,168 | $ 7.00 | $ 43,176.00 | $ 43,176.00 | $ 2.00 | $ 12,336.00 | $ 12,336.00 | $ 2.10 | $ 12,952.80 | $ 12,952.80 |
| 22 | REFL PAV MRK TYPE 1 (4 IN)(Y)(BROKEN) | LF | 2,940 | $ 1.50 | $ 4,410.00 | $ 4,410.00 | $ 1.00 | $ 2,940.00 | $ 2,940.00 | $ 1.52 | $ 4,468.80 | $ 4,668.80 |
| | | | | *SUBTOTAL* | *$ 288,555.00* | *$ 288,555.00* | *SUBTOTAL* | *$ 323,958.00* | *$ 323,958.00* | *SUBTOTAL* | *$ 398,558.90* | *$ 398,558.50* |
| ***OLD RIVER ROAD*** | | | | | | | | | | | | |
| 23 | REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT (6 IN DEPTH) | SY | 8,201 | $ 3.00 | $ 24,603.00 | $ 24,603.00 | $ 5.00 | $ 41,005.00 | $ 41,005.00 | $ 6.60 | $ 54,126.60 | $ 54,126.60 |
| 24 | 1200 BIAXIAL GEOGRID BY TENSAR OR APPROVED EQUAL | SY | 8,201 | $ 2.50 | $ 20,502.50 | $ 20,502.50 | $ 3.00 | $ 24,603.00 | $ 24,603.00 | $ 1.80 | $ 14,761.80 | $ 14,761.80 |
| 25 | 6 IN LIME TREAT EXISITING MATERIAL AT 2% BY WEIGHT COMPLETED IN PLACE | SY | 8,201 | $ 3.00 | $ 24,603.00 | $ 24,603.00 | $ 5.00 | $ 41,005.00 | $ 41,005.00 | $ 5.22 | $ 42,809.22 | $ 42,809.22 |
| 26 | 6 IN LIME TREATED FLEXBASE (CALICHE) AT 1.5% BY WIEGHT COMPLETED IN PLACE | SY | 8,201 | $ 8.00 | $ 65,608.00 | $ 65,608.00 | $ 10.00 | $ 82,010.00 | $ 2,010.00 | $ 13.04 | $ 106,941.04 | $ 106,941.04 |
| 27 | PRIME COAT (MC-30) | GAL | 1,640 | $ 4.50 | $ 7,380.00 | $ 7,380.00 | $ 3.00 | $ 4,920.00 | $ 4,920.00 | $ 12.60 | $ 20,664.00 | $ 20,664.00 |
| 28 | 2 IN HMAC TY D PG 76-22 | SY | 7,030 | $ 9.00 | $ 63,270.00 | $ 63,270.00 | $ 10.00 | $ 70,300.00 | $ 70,300.00 | $ 12.30 | $ 86,469.00 | $ 86,469.00 |
| 29 | REGRADE ROADSIDE DITCHES | LF | 5,272 | $ 7.00 | $ 36,904.00 | $ 36,904.00 | $ 2.00 | $ 10,544.00 | $ 10,544.00 | $ 2.10 | $ 11,071.20 | $ 11,071.20 |
| | | | | *SUBTOTAL* | *$ 242,870.50* | *$ 242,870.50* | *SUBTOTAL* | *$ 274,387.00* | *$ 274,387.00* | *SUBTOTAL* | *$ 336,842.86* | *$ 337,037.86* |
| ***TOTAL BASE BID*** | | | | | ***$ 679,630.00*** | *$ 679,630.00* | | ***$ 781,952.00*** | *$ 781,952.00* | | ***$ 927,089.80*** | *$ 927,289.44* |

STATE OF TEXAS
ROBERTO SALINAS
122063
LICENSED
PROFESSIONAL ENGINEER

1/4/2017

, P.E.



SAMES, INC.
200 S. 10TH STREET, SUITE 1607, MCALLEN, TX. 78501
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

**Zimbra** **yolanda.velasquez@co.hidalgo.tx.us**

# Fwd: Re: FEMA Roads - Recommendation to Award Contract for RFB 2016-401-Las Nubes, Old River, Marlen & Lott

From: Maria D. Gutierrez <mari.gutierrez@co.hidalgo.tx.us>
To: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>
Cc: amy-saenz-smith@co.hidalgo.tx.u
Sent: Thu, 26 Jan 2017 17:00:14 -0600 (CST)
Subject: Re: FEMA Roads - Recommendation to Award Contract for RFB 2016-401-Las Nubes, Old River, Marlen & Lott

Yolanda, Please place this item on the agenda for approval.
Thank you for your assistance.



Mari Gutierrez
Administrative Asst. V
mari.gutierrez@co.hidalgo.tx.us

Commissioner Pct. 1 Office
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596
Office: 956-968-8733
Fax: 956-969-1417

----- Original Message -----

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: amy-saenz-smith@co.hidalgo.tx.u
Cc: "Maria D. Gutierrez" <mari.gutierrez@co.hidalgo.tx.us>

Sent: Thursday, January 26, 2017 10:07:55 AM
Subject: FEMA Roads - Recommendation to Award Contract for RFB 2016-401-Las Nubes, Old River, Marlen & Lott

Good morning Ms. Smith,

I'm the Buyer working on the above referenced project w/ Engineer Roberto Salinas w/Sam Engineering forwarded recommendation for award to your office on January 13th. I am following up to see if you all have had an opportunity to review to proceed to next step. If you have any questions, by all means call me.

Thank you in advance for your assistance with this matter.

Yolanda Velasquez, Buyer III
TEL: 956-318-2626 ext. 4881

---- Forwarded Message -----
From: Roberto Salinas <roberto@samengineering-surveying.com>
To: Yolanda estrada <Yolanda.estrada@co.hidalgo.tx.us>
Cc: 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Fri, 13 Jan 2017 16:08:30 -0600 (CST)
Subject: FW: FEMA Roads - Recommendation to Award Contract

Ms. Estrada,

Please see below for your reference.

Respectfully,

Roberto Salinas, P.E.

SAM Engineering & Surveying

200 S. 10th Street, Suite 1607

McAllen, Texas 78501

O.956.702.8880 / F.956.702.8883

TX Reg. Engineering Firm #10602
TX Reg. Surveying Firm #101416-00

From: Roberto Salinas [mailto:roberto@samengineering-surveying.com]
Sent: Friday, January 06, 2017 11:12 AM
To: 'yolanda.velasquez@co.hidalgo.tx.us' <yolanda.velasquez@co.hidalgo.tx.us>
Cc: 'Jessica M. Maldonado' <jessica@samengineering-surveying.com>; 'Saul Maldonado' <saul@samengineering-surveying.com>
Subject: FEMA Roads - Recommendation to Award Contract

Yolanda,

Attached is our letter of recommendation and bid tabulation for the Hidalgo County Precinct No. 1 Paving and Drainage Improvements - Las Nubes Dr, Marlen St, Lott Rd, & Old River Rd. It is our recommendation to award the contract to M.J.A. Construction in the amount of $556,468.50. If you have any questions or concerns regarding this recommendation please do not hesitate to contact me. Let me know if you need anything else and have a great weekend. Thank You.

Respectfully,

Roberto Salinas, P.E.

SAM Engineering & Surveying

200 S. 10th Street, Suite 1607

McAllen, Texas 78501

O.956.702.8880 / F.956.702.8883

**AI-58397** **Purchasing Department** **23. B. 2.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Darlene Betancourt, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Pct. #1 requests approval to exercise [pursuant to Article 3.3 (5)-Termination of Agreement #08-227-02-09 between Hidalgo County and TEDSI Infrastructure Group to provide general engineering services for: Mile 6 West Road Improvements & between SH 107 & Mile 9 North and includes authority to send the required (30) day termination notice with an effective day of February 6, 2017.

**BACKGROUND**

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## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Fiscal impact would need to be determined pursuant to the terms and conditions of the agreement which may include payment for work done up to date of termination.

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## Attachments

TEDSI agreement

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:40 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Darlene Betancourt Started On: 02/02/2017 04:56 PM

Final Approval Date: 02/02/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR GENERAL ENGINEERING SERVICES**
**Contract No. C-08-227-02-09**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the **"Engineer"**.

**W I T N E S S E T H:**

**WHEREAS,** the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for **Mile 6 West Road Improvements between SH 107** and **Mile 9 North** for Hidalgo County Precinct Number One.

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

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for of the **Project** with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

**2.2 Classification of Services.** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

**3.2 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

**3.3 Termination of Agreement.** This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner without** cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

**ARTICLE 4. Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is

issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

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

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

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

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

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

**5.1** ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2** ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter

referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

**1. RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

**2. DOCUMENT COPIES.** Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

**4. EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

**5. MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

**ARTICLE 6. Method of Payment.**

**6. 1 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorization**s together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest

permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

**6.6 Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event

that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** – ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into

the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

**ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or

any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every

subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as

well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s best efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange.** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21 Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars **($1,000,000)** combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars **($250,000)** each person for bodily injury, five hundred thousand dollars **($500,000)** each occurrence for bodily injury, and one hundred thousand dollars **($100,000)** each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Noncollusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the

**Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

**ARTICLE 26. Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| | | | |
|---|---|---|---|
| **OWNER:** | **Hidalgo County**<br>**100 East Cano, 2nd Floor**<br>**Edinburg, Texas 78539** | **ENGINEER:** | **TEDSI Infrastructure Group, Inc.**<br>**1201 E. Expressway 83**<br>**Mission TX 78572** |

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 09 day of February, **2009**.

**ENGINEER:**
**TEDSI Infrastructure Group, Inc.**

**BY:** _____
Jesse Salinas, Principal

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Juan D. Salinas III, County Judge

**ATTEST:**

By: _____
**Arturo Guajardo Jr.**, Hidalgo County Clerk

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be Provided by the Engineer |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Engineer's Contract Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -Supplemental Agreement Form |
| **EXHIBIT G** | -Certificate of Insurance (*Hidalgo County*) |

Approved As To Form:
Atlas & Hall, LLP

By: _____

# **EXHIBIT "A"**
# SERVICES TO BE PROVIDED BY OWNER

# EXHIBIT "A"

**Services to be Provided by the Owner**

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

# EXHIBIT "B"

SCOPE OF SERVICES

TO BE PROVIDED BY ENGINEER

# EXHIBIT "B"

**Generalized Services to be Provided by the Engineer**

**MILE 6 WEST ROAD – PHASE II**
**from SH 107 to Mile 9 North**

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

**ROUTE AND DESIGN STUDIES**

1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
2) Develop Roadway Design Criteria; help prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
   a) Retaining Walls
   b) Miscellaneous Structures
   c) Bridges
5) Prepare foundation information summary for all structures.
6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
8) Identify existing right of way limits and locate all major utilities within the study limits.
9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided by TxDOT. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

**SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT**

1) Prepare environmental questionnaire and associated exhibits.
2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
   a) Description of the existing facility
   b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
   c) Explanation of the need for the project
   d) Discussion of reasonable alternatives
   e) Potential social, economic and environmental factors
      i) Social impacts (i.e. relocations/displacements, environmental justice)
      ii) Economic impacts (i.e. property values, regional and individual access,
      (1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality,
      (2) vegetation, endangered species, historic/archaeological/cultural
      (3) resources, hazardous materials/contamination)
3) Discussion of secondary impacts

4) Conclusion of findings
5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
6) Prepare exhibits for the public meetings, railroads, etc. as required.
7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

**RIGHT-OF-WAY & UTILITIES**

1) Right-of-Way:
   a) Identify areas where temporary construction/driveway easements or agreements may be required.
   b) Prepare exhibits for driveway penetration agreements.
   c) Identify areas where additional rights of way or drainage easements may be required.
2) Utility Coordination:
   a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
   b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
   c) Incorporate resolutions from utility coordination meetings into plans.
   d) Coordinate with utility companies to determine areas of conflicts.
   e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed.

**FIELD SURVEYING**

1) Obtain right of entry (short of litigation) to adjacent properties, as required.
2) Cross section drainage channels and drainage facilities as required.
3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
4) Locate proposed soil core holes as drilled.
5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
7) Provide aerial survey services to produce
   a) Digital Terrain Models
   b) Digital Ortho Rectified Photos
   c) Digital planmetric
8) Re-establish project baseline and appropriate offset(s) - recover and verify.
9) Provide project ties at limits of project in order to provide adequate length to establish grades.
10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

**ROADWAY DESIGN CONTROLS**

1) Grading Design
   a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and Survey Control Data sheets.
   b) Prepare Project Layout sheets.
   c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
   d) Prepare Existing Plan sheets and Planing Layout sheets.
   e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
   f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:

i) Baseline & ROW Designations.
ii) Existing Natural Ground, Finished Grade
iii) .Earthwork will be calculated according to specification and calculations shown for each cross section.
iv) Side Slope ratios.
v) Driveways as required.

g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

**DRAINAGE**

1) Hydraulic Drainage Study and Documentation
   a) Gather information regarding existing drainage features, facilities and watersheds.
   b) Evaluate existing drainage conditions.
   c) Develop drainage area map and discharge rates. D. Hydraulic computations
      i) Cross Drain Culverts
      ii) Channels
      iii) Storm drainage/inlets
      iv) Drainage analysis of waterways
      v) Surface Channels/Ditches
2) Layout, Structural Design and Detailing of Drainage Features
   a) Culverts replacements and or extensions
   b) Storm drains
      i) New storm drainage
      ii) Modify existing storm drains
      iii) Inlets
      iv) Manholes
      v) Trunk lines
3) Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
      i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
      ii) Scour evaluations and preparation of scour report as needed.
      iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

**SIGNING, MARKINGS AND SIGNALIZATION**

1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
   a) Determine quantities and prepare quantity summary sheet
      i) List of all bid items
      ii) Bid item quantities
      iii) Specification item number
      iv) Paid item description and unit of measure
   b) Basis of estimate sheet (list of materials)
   c) General notes and specification data sheet
   d) Plan sheet(s)
      i) Existing traffic control that will remain (signs and markings)
      ii) Existing utilities
      iii) Proposed highway improvements
      iv) Proposed installation
      v) Proposed additional traffic controls
      vi) Proposed illumination attached to signal poles.
   e) Notes for plan layout

f) Phase sequence diagram(s)
   i) Signal locations
   ii) Signal indications
   iii) Phase diagram
   iv) Signal sequence table
   v) Flashing operation (normal and emergency)
   vi) Preemption operation (when applicable)
   vii) Interval timing, cycle length and offset
g) Construction detail sheets(s)
   i) Poles (TxDOT standard sheets)
   ii) Detectors
   iii) Pull Box and conduit layout
   iv) Controller Foundation standard sheet
h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
i) General Traffic Signal Requirements
   i) Contact local utility company
      (1) Confirm power source
      (2) Discuss route of aerial or underground interconnect cable (when applicable)
      (3) Adjustment of overhead utility lines
   ii) Prepare governing specifications and special provisions list
   iii) Prepare traffic signal estimate

2) Signing and Pavement Marking Plans
   a) Signing and Pavement Marking Layouts, details include:
      i) Roadway layout
      ii) Center tine with station numbering
      iii) ROW lines
      iv) Culverts and other structures that present a hazard to traffic
      v) Approximate location of utilities
      vi) Existing signs to remain, to be removed, to be relocated
      vii) Proposed signs (illustrated and numbered)
      viii)Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
      ix) Quantities of existing pavement markings to be removed
      x) Proposed delineators and object markers
   b) Determine quantities and prepare Summary of Small Signs Tabulation
   c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs
   d) Sign Detail Sheets
      i) Ail signs except route markers
      ii) Design details for large guide signs
      iii) Dimensions of letters, shields, borders, corner radii etc.
      iv) Designation of shields attached to guide signs
      v) Designation of arrow used on exit direction signs
   e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

**MISCELLANEOUS (ROADWAY)**

1) Retaining Walls
   a) Prepare Retaining Walls Layouts and Details, possible wall types:
   b) Retaining Wall Layouts (PLAN), include:
      i) Designation of reference line
      ii) Beginning and ending retaining wall stations
      iii) Offset from reference line
      iv) Horizontal curve data

v) Total length of wall
vi) Indicate face of wall
vii) All wall dimensions and alignment relations (alignment data as necessary)
viii) Soil core hole locations
ix) uncontaminated, subsurface drainage details

c) Retaining Wall Layouts (ELEVATION), include:
i) Top of wall elevations at each joint or intervals
ii) Existing and finished ground line elevations
iii) Limits of measurement for payment
iv) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
v) Uncontaminated, subsurface drainage details

d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.

e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.

f) Typical Retaining Wall cross sections.

g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.

2) Illumination

a) Illumination Plan Layouts
i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
ii) Center line with station numbering.
iii) ROW lines.
iv) Symbol legend. Use department standard symbols for lighting and electrical.
v) Culverts and other structures that present a hazard to traffic.
vi) Location of underground utilities, if not shown on plan profile.
vii) Location of overhead electrical tines, both crossing and parallel to ROW.
viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
ix) Existing service poles, electrical circuits, ground boxes, etc.
x) Contact electric utility for service pole locations, voltage characteristics.
xi) Location of proposed roadway illumination
xii) Proposed electrical circuits.
xiii) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

b) Prepare FAA forms and letters if required.

3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.

4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.

5) Develop Miscellaneous Roadway Details.

6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.

7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract, the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate alt phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately

adjacent to this project.

a) Formulate overall Traffic Control concepts and construction sequence phases.
b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
    i) The sequence of construction and method of handling traffic during each phase.
    ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
    iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
    iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
    v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
d) Develop TCP quantities and prepare Summary of Quantity sheets.
e) Develop CPM Construction Schedule utilizing Suretrack Software.

8) Prepare Title Sheet and Index sheets.
9) Calculate project quantities and prepare quantity summary sheets.
10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
11) Prepare general notes applicable to the project.
12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
13) Prepare list of right-of-way encroachments if needed.
14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
16) Attend review meetings for project milestones and make necessary revisions to the plans.
17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
18) Assemble and furnish CADD files of all project files.
19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.

**BRIDGE DESIGN**

1) Preparation of Structural Details
    a) New Structures
    b) Replacement Structures and Widenings
    c) Bridge Classification Culverts
        i) New Bridge Class structures as required
        ii) Modification/extension of existing structures as required
2) Preparation of Bridge Layouts (each bridge)
    a) Bridge Layouts (PLAN)
        i) Horizontal curve information or bearing of centerline.
        ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
        iii) Bearing of center line or reference line.
        iv) Skew angle(s).
        v) Slope for header banks and approach fills.
        vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
        vii) Approach pavement and crown width.

viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
ix) Bridge end treatments (cement stabilized backfill details, etc.)
x) Limits and type of riprap.
xi) Proposed features under structure.
xii) Location of profile grade line.
xiii) North arrow.
xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
xv) Cross slope and superelevation data.
xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
xvii) Location of soil core holes (station and offset), shown on layout.
xviii) Bent stations and bearings.
xix) Retaining wall locations.
xx) Traffic flow directional arrows.
xxi) Railing types shown (use single slope railing unless otherwise directed).
xxii) Joint types and seal size, if used.
xxiii) Beam line numbers consistent with span details.
xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
xxv) Bearings of utilities.
xxvi) Overhead sign bridge locations, if applicable

b) Bridge Layouts (ELEVATION)
i) Type of foundation.
ii) Finished grade elevations at beginning and end of bridge,
iii) Overall length of structure.
iv) Length, type of spans and units.
v) Type of railing.
vi) Minimum calculated vertical clearance(s).
vii) Existing and proposed ground lines clearly marked.
viii) Grid elevations and stations.
ix) Bent numbers encircled.
x) Stationing of bridge compatible with grid stations.
xi) Standard title.
xii) Profile grade data.
xiii) Type of riprap.
xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
xv) Dowel locations at all bents.
xvi) Column "H" heights.
xvii) Number, size and length of foundations.
xviii) Overhead sign bridge locations.

c) Additional layout requirements for waterway structures and bridge classification culverts.
i) Design and 100-year peak discharges.
ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
iii) Natural and through-bridge velocities for design and 100-year floods.
iv) Calculated backwater for design and 100-year floods.
v) Direction of flow for waterway crossings.
vi) Contours for water crossing.

3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 foot intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of 10 foot

intervals. If single column bents with single drilled shafts are planned, TCP values should betaken at closer intervals in the upper 15 feet.

5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
6) Bridge Special Provisions and Specifications (each bridge)
7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the State has given the Engineer written approval of the preliminary bridge layout. Several months may be required after the preliminary bridge layout is submitted for the District to obtain approval and/or permits from the following: TxDOT Design Division, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.
9) General Bridge Design Considerations
   a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.
   b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.
   c) Provide recommendations for the possibility of using pre-cast caps or columns.

# **EXHIBIT "C"**
WORK SCHEDULE

EXHIBIT "C"

**Work Schedule**

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT “D"
FEE SCHEDULE

# Exhibt D

Engineer's Contract Rate Schedule

**LABOR**

| JOB DESCRIPTION | * TxDOT BASE RATE |
|---|---|
| **Engineering** | |
| Sr. Project Manager | $69.91 |
| Project Manager | $58.07 |
| Sr. Engineer | $50.63 |
| Project Engineer | $45.09 |
| Engineer | $34.26 |
| Sr. Engineer Designer | $38.65 |
| Engineering Designer | $33.88 |
| CADD Operator | $31.88 |
| Secretary | $19.35 |

*** Contract Rate to be TxDOT Base Rate time standard multiplerwith profit.**

**DIRECT EXPENSES:*****

| | |
|---|---|
| Mileage | $ Current GSA Travel Rate/Mi. |
| Car Rental | $ At Cost |
| Lodging (in state) | $ Current GSA Per Diem Rate |
| Meals | $ Current GSA Per Diem Rate |
| Air Travel | at cost |
| Overnight Carrier cost | $40/letter |
| GPS Equipment | $500/day |
| Copies (8 ½ x 11) | $0.10/ea |
| Color Copies (8 ½ x 11) | $1.00/ea |
| Copies (11 x 17) | $0.20/ea |
| Color Copies (11 x 17) | $2.00/ea |
| Mylar (11 x 17) Plots | $3.50/ea |
| Color Mylar (11 x 17) Plots | $7.00/ea |
| Bond Plots | $1.00/sq. ft. |
| Color Bond Plots | $2.50/sq. ft. |
| Mylar Plots | $2.50/sq. ft. |
| Color Mylar Plots | $5.00/sq. ft. |
| Photo Quality Color Plots | $12.00/sq. ft. |

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

# **EXHIBIT "E"**
# WORK AUTHORIZATION

# EXHIBIT "E"

**Work Authorization Form**

# WORK AUTHORIZATION NO.___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc**. professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work.** The purpose of this Work Authorization is to provide services as indicated below:
The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "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 **ATTACHMENT "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, 6, and 7 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 Period of Service.**

**PART 5. Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

**PART 6. Responsibilities** and **Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, **2009.**

**HIDALGO COUNTY COMMISSIONER PCT. 1**

**BY:** _____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court as indicated below and effective as of _____day of _____, **2009.**

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP, INC.**

**BY:** _____
Jesse Salinas, (Principal)

**THE OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Juan D. Salinas, III (County Judge)

**LIST OF ATTACHMENTS**

| | | |
|---|---|---|
| **ATTACHMENT "A"** | - | Services to be provided by the Owner |
| **ATTACHMENT "B"** | - | Services to be provided by the Engineer |
| **ATTACHMENT "C"** | - | Work Schedule |
| **ATTACHMENT "D"** | - | Estimated Cost Proposal |

# **EXHIBIT "F"**
# SUPPLEMENTAL AGREEMENT

# EXHIBIT "F"

**Supplemental Agreement Form**

# WORK AUTHORIZATION NO. __

**SUPPLEMENTAL AGREEMENT NO. _____**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP, INC.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work.** The purpose of this Work Authorization is to provide services as indicated below: The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "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 **ATTACHMENT "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, 6, and 7 of the **Agreement**.

**PART 4. Period of Services.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

**PART 5. Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 6. Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of day of _____, 2009

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP, INC.**

**BY:** _____
Jesse Salinas, (Principal)

**THE OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Juan D. Salinas, III (County Judge)

**LIST OF ATTACHMENTS**

| | | |
|---|---|---|
| **ATTACHMENT "A"** | - | Services to be Provided by the Owner |
| **ATTACHMENT "B"** | - | Services to be Provided by the Engineer |
| **ATTACHMENT "C"** | - | Work Schedule |
| **ATTACHMENT "D"** | - | Estimated Cost Proposal |

# **EXHIBIT "G"**
# CERTIFICATE OF INSURANCE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2008


PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027
Sherry Henderson


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 | NAIC # |
|---|---|
| INSURER A: American Cas. Co. of Reading PA | 20427 |
| INSURER B: National Fire Insurance | 20478 |
| INSURER C: Continental Casualty Company | 20443 |
| INSURER D: Transportation Insurance Company | 20494 |
| INSURER E: | |

INSURED TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

## COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE X OCCUR<br>X Contractual Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | 1075066054 | 09/11/2008 | 09/11/2009 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | 2097261054 | 09/11/2008 | 09/11/2009 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| C | | EXCESS/UMBRELLA LIABILITY<br>X OCCUR CLAIMS MADE<br>DEDUCTIBLE<br>X RETENTION $ 10,000 | 2090503299 | 09/11/2008 | 09/11/2009 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| D | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | WC268980107 | 09/11/2008 | 09/11/2009 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | | OTHER<br>Professional Liability | AEH113771047 | 09/11/2008 | 09/11/2009 | Each claim<br>Aggregate | $2,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabilities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies (SB-146968-A).

CERTIFICATE HOLDER

County of Hidalgo
Attn: Ms. Martha L. Salazar
100 E. Cano
5th Floor Adm. BLdg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/SHERRY


©ACORD CORPORATION 1988

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

**PROJECT: Mile 6 W.**
**COUNTY:** HIDALGO
**DISTRICT:** PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

21.B.2.

# AI-13868
# Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj
## CC REGULAR

**Date:** 02/09/2009
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 1

### Information

**CAPTION**

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

**BACKGROUND**

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

### Fiscal Impact

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

### Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project
Link: Mile 6 W Project w/WA#1
Link: CORRECTED-Contract#C-08-226-09-30

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/05/2009 05:26 PM | APRV |

# EXHIBIT "E"

**Contract No. C-08-227-02-09**
**Work Authorization Form**

# 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 the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work.** The purpose of this Work Authorization is to provide services for Mile 6 West from SH-107 to Mile 9 North as indicated below:

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

**PART 2. Estimated Cost.** The lump sum amount for services under this Work Authorization is **$ 1,906,248.19**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**. This amount will be reduced by **$ 88,308.16** for amounts previously paid under **Contract No. C-07-050-05-22**. The new amount payable under **Contract No. C-08-227-02-09** is **$ 1,817,940.03**.

**PART 3. Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement.**

**PART 4. Funding.** This Work Authorization No. 1 shall be funded through funding source:
Account No. **9-1315-431-00-121-039-0-731/711**
Requisition No. _____ **(MUST BE INCLUDED AFTER COUNTY COURT 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 scope of work as indicated in **Attachment B.**

**PART 6. Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. Acknowledgement and Confirmation.** Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Sylvia S. Handy, as to the content and detail of this Work Authorization No. 1.

Hidalgo County Precinct No. 1
By: _____
Sylvia S. Handy, Commissioner

**Part 8. Acceptance and Approval.** This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 2/9/09 as indicated below and effective as of 9th day of February 2009.

A purchase order will be issued by the Hidalgo County Purchasing Department after execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Work Authorization.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP**

**BY:** _____
Jesse Salinas, (Principal)

**ATTEST:**

**BY:** _____
Arturo Guajardo, Jr., County Clerk

**THE OWNER**
**HIDALGO COUNTY**

**BY:** _____
Juan D. Salinas, III, County Judge

**LIST OF ATTACHMENTS**
**ATTACHMENT "A" - Services to be Provided by the Owner**
**ATTACHMENT "B" - Services to be Provided by the Engineer**
**ATTACHMENT "C" – Work Schedule**
**ATTACHMENT "D" - Estimated Cost Proposal**

WORK AUTHORIZATION NO. 1

**MILE 6 WEST ROAD**

**SH-107 to Mile 9 North**

ATTACHMENT "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 **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) TxDOT to provide the Owner flexible pavement design for proposed pavement.
15) Traffic data and turning movement counts

WORK AUTHORIZATION NO. 1
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

**Scope of Services to be Provided by the Engineer**

| | |
|---|---|
| CSJ: | 0921-02-168 |
| Highway: | Mile 6 West Road |
| County: | Hidalgo |
| Limits: | From SH 107 south to Mile 9 North |
| Project Length: | 7.5 miles |
| Area Office: | Pharr Area Office |

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 68 foot paved rural roadway consisting of four 12-foot travel lanes and a two 10- foot shoulders. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

**GENERAL MANAGEMENT/COORDINATION**

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affecte landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms with the team. Quality review will include technical requirements.

**ROUTE AND DESIGN STUDIES**

1) Develop and assemble Preliminary Construction Cost Estimates.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Design Schematic
   a) Develop a design schematic based on alignment previously selected and submit to TxDOT for review.
   b) Revise schematic to incorporate TxDOT's comments
   c) Identify irrigation system impacted by proposed improvements. Show proposed location for relocation of irrigation systems impacted. Design and detailing of irrigation systems is not included in the scope of work.
5) Use TxDOT provided flexible pavement design report.
6) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
7) Identify existing right of way limits and locate all major utilities within the study limits.

8) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
9) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
10) Development of level of service analysis, turning movement counts or traffic counts are not included in scope.

**FIELD SURVEYING**

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board o Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performin services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent editio of the "Texas Manual on Uniform Traffic Control Devices".
3) Project Control and Baseline (Set in location clear of proposed improvements)
   a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points withi the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the leve loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for th newly establish BMs and included in the deliverables.
   b) Stake existing centerline
      i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center poin to be set are every 1000 feet.
      ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way lin (on both sides).
      iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on th pavement using traffic paint.
4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtai additional survey information as necessary to accurate develop a digital terrain model (DTM).
5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.
6) Culverts:
   a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d) Determine type of wingwall (i.e. flared wingwall, parallel, etc…) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc…) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
   e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
7) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.

b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

8) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

**RIGHT OF WAY SURVEY**

1) Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
      i) Activities completed since last meeting
      ii) Problems encountered.
      iii) Late activities.
      iv) Activities required by the next progress meeting.
      v) Solutions for unresolved and/or anticipated problems.
      vi) Information or items required from other agencies/consultants.
   b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
   c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
      i) Project letting date and request they relocate prior to letting.
      ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
      iii) Forward their relocation plan to the Engineer.
      iv) Request in writing when relocation of utilities will be complete.
      v) Upon immediate completion of relocation, request they forward as-built plans to the County.
   d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
   e) The Engineer shall update all files and plans based on the utility company responses.
   f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
   g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.
   h) Contact "One Call" to request marking of underground utilities
   i) Request existing utility information from local utility companies
   j) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
   k) The Engineer will obtain measure downs on utilities as follows
      i) Top of key on gas line values
      ii) Top of key on water line values
      iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
      iv) Flowline, size pipe for irrigation systems
      v) Flowline and size of system for inverted siphons.
   l) Subsurface Utility Engineering is not included in the scope of work.

2) Right of Way
   a) The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:

i) General
   (1) Graphics files will be in Microstation and Word software.
   (2) Photos of proposed ROW staking included.
   (3) Field notes and Parcel Plats are numbered continuous.
   (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans

ii) Title Sheet Requirements
   (1) Title and description of project including county, limits, etc.
   (2) Vicinity map with begin and end sta.
   (3) Equations and Exceptions
   (4) Index
   (5) Legend
   (6) Title block completely filled out with Construction and R.O.W. CSJs'
   (7) List all Major Utilities from Station to Station

iii) Individual Map Sheet Requirements
   (1) Sheet size 34" X 22"
   (2) Text legible when reduced to half-scale.
   (3) Title block completely filled out with R.O.W. CSJ
   (4) Matchlines
   (5) Project layout sheet

iv) Existing information:
   (1) R.O.W. lines
   (2) Whole property or whole property inset
   (3) Roadways
   (4) Survey, county, and city limit lines shown and labeled
   (5) Improvements shown and labeled (see below)
   (6) Monumentation i.e. P.C., P.T., Break Points
   (7) North arrow
   (8) Scale
   (9) Property lines
   (10) Property descriptions i.e., lot, block, tract, subdivision, etc.
   (11) Identify existing and proposed access denial locations (if applicable)

v) Proposed information:
   (1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
   (2) Survey and R.O.W. lines
   (3) Basis of bearings
   (4) Parcel bearings and distances correspond with traverse sheet
   (5) Outside ties (P.O.C.) corresponds with field notes
   (6) Point of beginning (P.O.B.) established on proposed R.O.W. line
   (7) Parcel tied to baseline
   (8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
   (9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
   (10) Math checked on remainder

vi) Improvements:

vii) Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

ix) Utilities:
   (1) All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
   (2) Location of underground storage tanks and/or filler caps are shown and labeled

c) Field Notes

i) Heading
ii) County
iii) Highway
iv) Parcel number
v) R.O.W. CSJ
vi) Construction CSJ
vii) General Description or "preamble"
viii) Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
ix) Parent tract data is shown:
(1) Size of parent tract
(2) Survey data or lot, block, and subdivision
(3) Name of last recorded seller and buyer
(4) Date, volume and page or document number of last recorded conveyance
(5) Records and county of last recorded conveyance
x) Beginning Description
(1) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
(2) Point of beginning is on proposed R.O.W. line
xi) Particular Description
(1) Traverse calls are clockwise sequence
(2) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
(3) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
(4) Calls are numbered
(5) Denial of access shall be described from beginning to end (if applicable)
xii) Closing Description
(1) Last call leads back to P.O.B.
(2) Restates area of parcel
(3) Establishes taking in existing road R.O.W. if applicable
(4) Legal description is referenced to Plat
(5) Sealed and signed
(6) Include an access clause whether access is permitted or denied (if applicable)
(7) Shows P.O.B. and P.O.C.
(8) All data corresponds exactly with Map and Field Notes
(9) Sheet size is no larger than 81/2" x 11"
(10) Plat closely matches example provided
(11) Plat referenced to legal description
(12) Sealed and signed
(13) Include an access clause whether access is permitted or denied (if applicable)

d) Traverse Sheet
i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
ii) Computations show area that is existing road R.O.W. if applicable
iii) Traverse calls are in clockwise sequence
iv) Error of closure meets the following:
(1) Secondary rural .0003
(2) Primary rural - secondary urban .0002
(3) Urban or industrial .00013

**ENVIRONMENTAL ASSESSMENT**

An Environmental Assessment (EA) will be prepared by the Engineer for the Mile 6 West in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As No significant environmental issues or impacts are expected for this project a FONSI (as identified by the NEPA process) is anticipated. Should it be determined that additional work beyond an EA be required, the additional work will be added by supplemental agreement.

1) Document Need for and Purpose of the Project. This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.
2) Alternatives Analysis
   a) This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred.
   b) It will also describe the reasonable alternatives and those eliminated from further study.
3) Affected Environment and Environmental Consequences. For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.
   a) Land Use and Public Facilities.
   b) The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.
   c) Social Economic Impacts, Environmental Justice and Limited English Proficiency. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.
   d) Noise. The project noise assessment will inventory potential noise sensitive receptors. In accordance with TxDOT noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model (TNM).
   e) Air Quality. Since the Average Annual Daily Traffic is expected to be below 140,000 vehicles per day, an air quality analysis will not be required, however, a mobile source air toxics (MSAT) qualitative analysis will be required. The qualitative analysis will include:
      i) Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;

ii) Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;

iii) An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;

iv) Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and

v) Summary of current studies regarding the health impacts of MSATs, in compliance with 40 CFR 150.22(b);

f) Water Resources. The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

g) Wetlands and Waters of the U.S. The Engineer will perform jurisdictional identifications, including wetlands and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands, approved jurisdictional determination forms and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

h) Ecological Resources. The Engineer will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

i) Archaeological Resources

i) The archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.

ii) Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

iii) Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the Engineer for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to TxDOT and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

j) Historical Resources

i) For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

ii) Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

iii) Four copies of a summary reconnaissance report will be provided and will include the following:

(1) A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.

(2) Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

(3) An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.

(4) A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.

(5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

k) Recreational Resources. The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be added as a supplemental agreement.

l) Hazardous Materials. An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

m) Indirect and Cumulative Impacts. The Engineer will identify indirect and cumulative impacts in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2006), and related guidance from FHWA and TxDOT.

n) Identify Corridor Issues and Field Investigations. The Engineer will perform collect, research, review and assemble available environmental data and review various maps. The Engineer will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.

o) Graphics. The Engineer will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

4) Report Preparations. The EA document will comply in all respects with the NEPA and the guidelines of TxDOT and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include indirect and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The Engineer will submit the EA document in accordance with the provisions in Phase II.

5) Public Involvement

a) Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.

b) Design and develop project support materials (English and Spanish}, including mail-out flyer, public meeting agendas and handouts, maps, and other related project information, for public dissemination. Owner to be responsible for disseminating provided material.

c) Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the Engineer will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the Engineer will prepare the Summary and Analysis for submittal to TxDOT. Owner is responsible for providing professional transcribing and translation service.

d) Hidalgo County will publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

e) Agency Coordination: As part of the proposed effort, the Engineer intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:

i) Local, county and municipal government agencies

ii) U.S. Army Corps of Engineers regarding jurisdictional determinations, if necessary

iii) U.S. Fish & Wildlife Service regarding federally threatened or endangered species

iv) Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.

v) Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database

vi) Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with TxDOT/TCEQ Memorandum of Understanding.

6) All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.

7) Assumptions Used to Derive the Proposed Scope of Services:

a) All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the Engineer.

b) The Engineer team assumes an EA that leads to the issuance of a Finding of No Significant Impact will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement). Additional work beyond EA will be added by supplemental agreement.

c) Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will added by supplemental agreement.

d) The Engineer assumes that requisite engineering information such as traffic data will be provided by the Pharr District of TxDOT in a timely manner. The draft EA will be submitted to County/TxDOT not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.

e) The Engineer will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/County officials, and Public Hearing.

f) This scope and fee is based on the current standards of practice for environmental documents developed for Texas Department of Transportation as of the date of signature of this Agreement. Modifications to submitted document required by subsequent changes to the standards of practice are additional services. Additional services will be added by supplemental agreement.

**PLAN, SPECIFICATIONS AND ESTIMATE SERVICES**

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.

2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated

per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

**TRAFFIC CONTROL PLANS (TCP)**

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

**ROADWAY DETAILS**

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals

pedestrian heads, signage, and pavement markings.

8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

**DRAINAGE DETAILS**

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

**TRAFFIC ITEMS**

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

**STORM WATER POLLUTION PREVENTION PLANS (SW3P)**

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

**CROSS SECTIONS**

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

**DELIVERABLES**

**PS&E**

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided, respective of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy and two CD's containing PDF's of the final plans.

1st Submittal -

1) Design Summary Report
2) Title Sheet
3) Typical Sections (existing and proposed)
4) Traffic Control Plan
5) Utility Layout (conflicts identified)
6) Plan & Profile
   a) Vertical Alignment (existing and proposed)
   b) Horizontal Alignment (existing and proposed)
7) Miscellaneous Details
8) Corresponding Quantity Summary Sheets
9) Corresponding Standard Detail Sheets for all Items of Work in this submittal
10) Preliminary Estimate
11) Design Exceptions/Waivers required
12) Newly created Special Provisions/Specifications to be used (Form 1814)
13) R.O.W. (issues identified)
14) 2 Rolls of Cross Sections

2nd Submittal -

1) Index Sheet
2) Hydrologic Computation Sheets
3) Hydraulic Data Sheets
4) Drainage Area Maps
5) Drainage Plan & Profile
6) Drainage Structure Details
7) Storm Sewer Details
8) Storm Water Pollution Prevention Plan
9) Miscellaneous Details
10) Corresponding Quantity Summary Sheets
11) Corresponding Standard Detail Sheets for all Items of Work in this submittal
12) Updated Estimate
13) Utility Adjustment/Relocation Details
14) R.O.W. Acquisition Detail
15) 2 Rolls of Cross Sections

3rd Submittal -

1) Final Index of Sheets
2) Pavement Marking Layout/Details
3) Miscellaneous Details
4) Corresponding Quantity Summary Sheets
5) Corresponding Standard Detail Sheets for all Items of Work in this submittal
6) Final Estimate
7) General Notes
8) Certifications
9) Form 1002
10) Cross Sections

4th Submittal - PS&E Package 100% complete.

**ENVIRONMENTAL ASSESSMENT**
The Engineer shall submit the Environmental Assessment to the Texas Department of Transportation for review and approval. Three hard copies and one CD with PDF's of the submittal will be provided for the preliminary draft, final draft and final assessment.

**HYDRAULIC DELIVERABLES**
The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

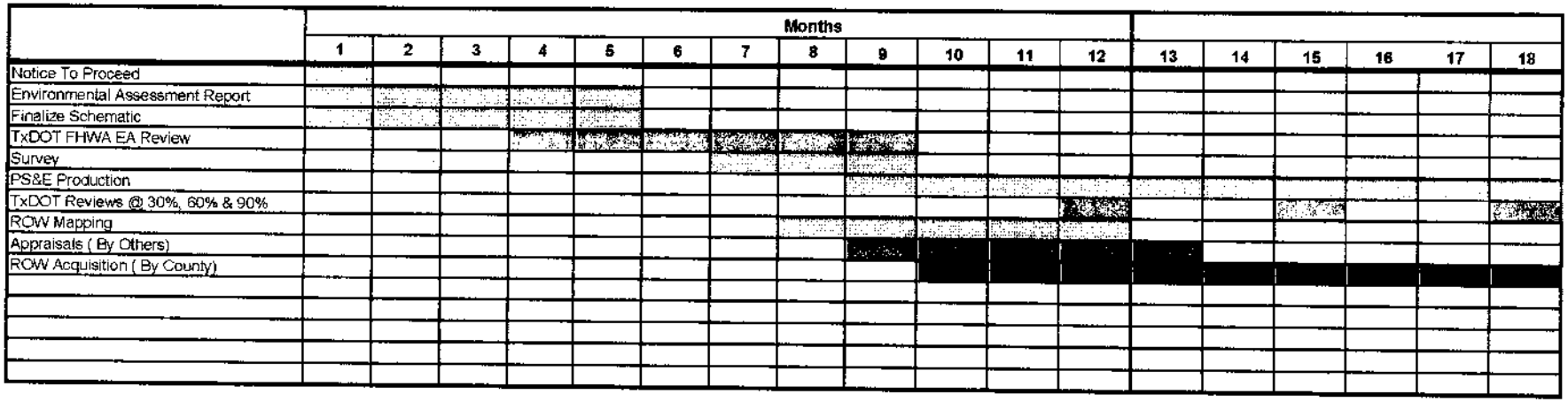
**SURVEY DELIVERABLES**
The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

# ATTACHMENT "C"

## Work Schedule



**General Management/Coordination**

| Description | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | |
|---|---|---|---|---|---|---|---|
| Project Meetings (4 per month for 18 months) | 144 | | 72 | | | 36 | 252 |
| Preliminary Estimate | 8 | 16 | 24 | | 40 | | 88 |
| Project Administration/Coordination | 36 | | | | | 36 | 72 |
| Total | 188 | 16 | 96 | 0 | 40 | 72 | 412 |

**Topographic Survey**

| Description | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | |
|---|---|---|---|---|---|---|---|
| QA/QC Survey | | 24 | | 40 | | | 64 |
| Subconsultant Management | 72 | | | | | 72 | 144 |
| Total | 72 | 24 | 0 | 40 | 0 | 72 | 208 |

**Utility Coordination**

| Description | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | |
|---|---|---|---|---|---|---|---|
| Utility coordination/meeting | 72 | | | | 120 | 40 | 232 |
| Prepare and send utility submittals | 4 | | | | 60 | 60 | 124 |
| Determine/resolve utility conflicts | 24 | | 60 | | 80 | | 164 |
| Maintain communication documentation | 36 | | 72 | | | 72 | 180 |
| QA/QC Survey | | 24 | | 60 | | | 84 |
| Subconsultant Management | | | | | | | 0 |
| Total | 136 | 24 | 132 | 60 | 260 | 172 | 784 |

**Schematic, EA and Public Involvement**

| Description | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | |
|---|---|---|---|---|---|---|---|
| Schematic Document | 80 | 120 | 160 | 320 | 360 | 80 | 1120 |
| Coordination of EA Document | 80 | | 40 | | 80 | 60 | 260 |
| Review Meetings during schematic development | 48 | 48 | | | | 24 | 120 |
| Development of DSR | 4 | | 8 | | | 2 | 14 |
| Development of exhibits for Public Meeting | 4 | 8 | 16 | | 24 | 4 | 56 |
| Development of Mailing List | 1 | 4 | | | | 8 | 13 |
| MAPO Meetings (110 at 2 Hours Ea) | 220 | | | | 80 | 110 | 410 |
| Attend Public Meeting (2 Meetings) | 16 | 16 | | | | 8 | 40 |
| Document Public Meeting | 12 | 12 | | | | 12 | 36 |
| Development of exhibits for Public Hearing | 8 | 12 | 16 | | 32 | 8 | 76 |
| Attend Public Hearing (1 Meeting) | 8 | 8 | | | | | 16 |
| Respond to comments from Public Hearing | 24 | 24 | | | | 16 | 64 |
| Prepare Submittals for TxDOT/FHWA review/approval | 4 | 8 | | 16 | 16 | 8 | 52 |
| Revise documents as necessary | 16 | | 40 | | 80 | 16 | 152 |
| Total | 525 | 260 | 280 | 336 | 672 | 356 | 2429 |

**General PS&E**

| Description | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | | Sheet Count |
|---|---|---|---|---|---|---|---|---|
| Title Sheet | 1 | | 4 | | 8 | | 13 | 1 |
| Project Layout | 8 | | 16 | | 40 | | 64 | 8 |
| Typ Sections | 4 | 4 | 16 | | 24 | | 48 | 4 |
| Pavement Design | | | | | | | 0 | |
| General Notes | 1 | 4 | 8 | | | 4 | 17 | |
| Estimate and Quantity | 8 | | 40 | | 72 | 12 | 132 | 6 |
| Miscellanous Forms | 1 | 2 | | | | 1 | 4 | |
| Preparation of Submittals | 5 | 20 | | 40 | 40 | 24 | 129 | |
| Review meetings | 10 | | 10 | | | 10 | 30 | |
| Determine and Plot Standards | 2 | 4 | | | 30 | | 36 | 50 |
| QA/QC Submittals | 100 | 120 | | | | 40 | 260 | |
| Summaries | 8 | 16 | | 60 | 80 | | 164 | 40 |
| Total | 148 | 170 | 94 | 100 | 294 | 91 | 897 | 107 |

| Traffic Control Plan | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | | |
|---|---|---|---|---|---|---|---|---|
| Phase Narrative | 8 | 16 | | | | 16 | 40 | 2 |
| Typical Sections | 4 | 8 | 16 | | 16 | | 44 | 2 |
| Phase Layouts (Two Phase, Double Stacked, 1"=100') | 24 | 40 | 72 | 100 | 200 | | 436 | 40 |
| Temporary Traffic Signals (Two Phases, 3 Intersections) | 16 | 24 | 32 | 40 | 60 | | 172 | 6 |
| Detours and Miscellaneous Details | 8 | | 24 | 32 | 40 | | 104 | 10 |
| Total | 60 | 88 | 144 | 172 | 316 | 16 | 796 | 60 |

| Roadway Details | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | | |
|---|---|---|---|---|---|---|---|---|
| Alignment Sheets | 1 | 2 | | | 4 | | 7 | 4 |
| Benchmark Data Sheets | | 1 | | | 4 | | 5 | 2 |
| Plan and Profile (Roadway)(1"=100') | 50 | 72 | 120 | 160 | 240 | | 642 | 40 |
| Intersection Layouts (6 Locations) | 8 | 12 | 20 | 32 | 48 | | 120 | 6 |
| Side street Layouts (30 Locations, 2 per sheet) | 24 | 48 | 60 | 80 | 100 | | 312 | 15 |
| Driveway Details and Summaries | 4 | | 32 | | 60 | | 96 | 8 |
| Cross Sections (2 per STA, 12 per sheet) | 8 | | 60 | 100 | 120 | | 288 | 66 |
| Misc. Details | 4 | 8 | 24 | 32 | 40 | | 108 | 6 |
| Total | 99 | 143 | 316 | 404 | 616 | 0 | 1578 | 145 |

| Drainage Details | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | | |
|---|---|---|---|---|---|---|---|---|
| Drainage Area Maps | 16 | 32 | 40 | | 64 | | 152 | 8 |
| Hydrology Calculations | 16 | 24 | 36 | | | 4 | 80 | 4 |
| Hydraulic Calculations | 24 | 60 | 72 | | | 4 | 160 | 8 |
| Culvert Layouts, Cross-sections and Detail Sheets | 16 | 24 | 40 | 60 | 80 | | 220 | 20 |
| Misc. Details | | | 8 | | 24 | | 32 | 4 |
| Total | 72 | 140 | 196 | 60 | 168 | 8 | 644 | 44 |

| Traffic Items | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | | |
|---|---|---|---|---|---|---|---|---|
| Traffic Signal Warrant Study (Mile 9 N) | 1 | 4 | 4 | | 10 | 2 | 21 | |
| Existing Conditions (Mile 9 N) | 1 | 4 | 4 | | 12 | | 21 | 1 |
| Prop. Signal (Mile 9N) | 4 | 10 | 24 | | 40 | | 78 | 2 |
| Traffic Signal Warrant Study (Mile 10N) | 1 | 4 | 4 | | 10 | 2 | 21 | |
| Existing Conditions (Mile 10N) | 1 | 4 | 4 | | 12 | | 21 | 1 |
| Traffic Signal Layouts (Mile 10N Existing) | 4 | 10 | 24 | | 40 | | 78 | 2 |
| Traffic Signal Warrant Study (SH 107) | 1 | 4 | 4 | | 10 | 2 | 21 | |
| Existing Conditions (SH 107) | 2 | 8 | 8 | | 20 | | 38 | 2 |
| Traffic Signal Layouts (SH 107 Existing) | 8 | 12 | 24 | | 40 | 2 | 86 | 4 |
| Electrical Service Data Sheet | 1 | 4 | 9 | | 12 | 1 | 27 | 2 |
| Summary of Quantities for Signalization | 1 | 2 | 8 | | 12 | 2 | 25 | 1 |
| Signing and Striping Plans (1"=100') | 24 | 40 | 60 | 100 | 160 | | 384 | 40 |
| Summary of Quantities for Signs | 4 | 8 | | | 40 | | 52 | 8 |
| Summary of Quantities for Striping | 2 | | 6 | | 8 | | 16 | 1 |
| Intersection striping details | 4 | 8 | | | 24 | | 36 | 3 |
| District Standard Detail Drawings | 1 | 4 | 8 | | 12 | | 25 | 4 |
| Total | 60 | 126 | 191 | 100 | 462 | 11 | 960 | 71 |

| Environmental & SW3P | Sr. Project Manager | Senior Engineer | Project Engineer | Sr. Eng. Tech | Eng. Tech | Admin | | |
|---|---|---|---|---|---|---|---|---|
| SW3P Sheets (Two Phases, Double Stacked, 1"=100') | 24 | | 48 | 100 | 120 | 16 | 308 | 40 |
| Epic Sheet | 2 | | 6 | | 8 | | 16 | 2 |
| Total | 26 | 0 | 54 | 100 | 128 | 16 | 324 | 42 |
| Total Hours | 1386 | 991 | 1503 | 1372 | 2956 | 814 | 9022 | 469 |
| | $ 183.19 | $ 154.46 | $ 137.55 | $ 117.91 | $ 103.37 | $ 59.03 | | |
| | $ 253,901.34 | $ 153,069.86 | $ 206,737.65 | $ 161,772.52 | $ 305,561.72 | $ 48,050.42 | $ | 1,129,093.51 |

**Project DirectCosts**

| | | |
|---|---|---|
| Copies, Bond Plots, Mylar Plots & Mileage | | $ 56,454.68 |
| | **Sub-Total Basic Fee** | **$ 1,185,548.19** |

**Additional Services**

| | | | |
|---|---|---|---|
| Aerial & Topographic Survey $30,000/mile | 7.5 Mile X $30,000/Mile | = | $225,000.00 |
| Horiz. & Vert. Control Benchmarks | 38 Ea. X $1,400.00/ Ea. | = | $53,200.00 |
| Right of Way Mapping 110 parcels at $2,750/parcels | 110 Ea. X $2,750/Ea. | = | $302,500.00 |
| Environmental Assessment at $30,000/mile | | = | $140,000.00 |
| | **Sub-Total Additional Services** | = | **$720,700.00** |
| | **Total Lump Sum Fee (Basic +Additional)** | = | **$ 1,906,248.19** |

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

**PROJECT: Mile 6 W.**
**COUNTY:** HIDALGO
**DISTRICT:** PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

[illegible]
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

**AI-13868** **21.B.2.**

**Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj**

**CC REGULAR**

**Date:** 02/09/2009
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 1

## Information

**CAPTION**

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

**BACKGROUND**

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

## Fiscal Impact

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

## Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project
Link: Mile 6 W Project w/WA#1
Link: CORRECTED-Contract#C-08-226-09-30

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 02/05/2009 05:26 PM | APRV |

**APPROVED**

**AI-32265** **Purchasing Department** **20. B. 2.**
**CC REGULAR**
**Meeting Date:** 05/22/2012
**Department Head:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

Requesting acceptance and approval of request by Precinct #1 for Supplemental No. 1 through Work Authorization #1 as submitted by TEDSI Infrastructure Group, Inc.-Contract #C-08-227-02-09 for an increase of $63,808.53 for Mile 6 West from SH-107 to Mile 9 North due to new guidelines-TXDOT and the Federal Highway Administration:

A. Work Authorization No.1-Exhibit B-Services To Be Provided by Engineer-Scope of Work;
B. Exhibit C-Work Schedule;
C. Exhibit D-Fee Schedule

need to be revised with this supplemental request and thus resulting in an increase to the original work authorization amount of $1,817,940.03 to $1,881,748.56.

**BACKGROUND**

Supplemental document previously approved by legal pursuant to its review as to form of contract document back on February 9, 2009-see agenda item #13868.

In accordance with AFA between Co. & TXDOT, Co. is responsible to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

---

**Fiscal Impact**

**FISCAL YEAR:** 2012 **ACCT. #:** 2-1315-431-00-121-039-0-731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**
PO #617534 for TEDSI Infrastructure Group. Funds available as of 5-18-12 to fund Supplemental Agreement #1.

In accordance with AFA between Co & TXDOT, Co. is responsbile to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

TXDOT receivable acct is 2-1315-126-20-000-012-0-000 "Due from State-Mile6W (US83-SH 107)"

---

**Attachments**

Supplemental Agreement #1
AI#32214 Documentation
Previous Agenda On Approval Of Contract

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 05/10/2012 01:17 PM |
| Budget & Management | Merlen P. Munoz | 05/10/2012 01:29 PM |

# EXHIBIT "F"
## Supplemental Agreement Form

CONTRACT NO. C-08-227-02-09
WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

THIS **SUPPLEMENTAL AGREEMENT NO. 1 to WORK AUTHORIZATION NO. 1** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1.Scope of Work.** The purpose Supplemental Agreement to the Work Authorization is to provide services as indicated below:

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

**PART 2. Fee Proposal.** The Lump Sum Fee Proposal cost for services under this Supplemental Agreement to the Work Authorization is **$63,808.53**. This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

**PART 3. Payment.** Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to the Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

**PART 4. Funding.** This Supplemental Agreement to Work Authorization No. 1 shall be funded through funding source:

Account No. 2-1315-431-00-121-039-0-841
Requisition No. 149094

**PART 5. Period of Service.** This Supplemental Agreement to the Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement to the Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

**PART 6. Responsibilities and Obligations.** This Supplemental Agreement to the Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. Acknowledgement and Confirmation.** Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Joel Quintanilla, as to the content and detail of this Supplemental Agreement No. 1 to the Work Authorization No. 1.

**Hidalgo County Precinct No. 1**

**By:** _____
**Joel Quintanilla, Commissioner Precinct No. 1**

**PART 8 Acceptance and Approval.** This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on 5/22/12 as indicated below and effective as of 22nd day of May, 2012.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Supplement Agreement No. 1 to Work Authorization No. 1.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP**

**BY:** _____
**Craig F. Stong, P.E. (Vice President)**

**ATTEST:**

**By:** _____
**Arturo Guajardo Jr., Hidalgo County Clerk**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**Ramon Garcia (County Judge)**

Approved by Commissioners' Court
on 5/22/12 RD

LIST OF ATTACHMENTS:
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" – Fee Proposal

Approved As To Form:
Atlas & Hall, LLP

By: _____

CONTRACT NO. C-08-227-02-09
SUPPLEMENT AGREEMENT NO. 1
TO
WORK AUTHORIZATION NO. 1
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

**Scope of Services to be Provided by the Engineer**

The proposed work is to update the environmental assessment (EA) document submitted to TxDOT in 2010. This document will be updated to be in compliance with TxDOT proposed guidance (These requirements will be fully adopted and enforced for all pending environmental documents. The outline for the SOU requirements which are included in the scope below will be posted on TxDOT ENV's website).

1) One site visit will be required to revisit the project area by two discipline specialists, a biologist and a planner.

2) In addition, the environmental studies, investigations and the EA document will need to be brought to current standards with the Federal Highway Administration's (FHWA) Technical Advisory T6640.8A, TxDOT environmental manual, and current preferred EA outline. Moreover, TxDOT ENV is anticipating the release of the Standards of Uniformity (SOU) for EA's, in which the document will be required to follow, if SOU is approved prior to clearance of this document. The EA report will document the economic, social, and environmental conditions and potential impacts of the proposed project and will include an assessment of one build alternative and the no build alternative.

3) Task 1 – Project Management and Coordination

   a) The Project Manager will direct and coordinate the various elements and activities associated with the development of EA.

   b) The Project Manager will prepare a graphic project schedule indicating tasks, critical dates, milestones, deliverables and TxDOT review requirements. The project schedule will depict the order of the various tasks, milestones, and deliverables. The Project Manager will review and provide comments on its elements of the schedule when requested to do so.

   c) The Project Manager will submit monthly Invoices and progress reports.

   d) The Project Manager will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with TxDOT procedures.

4) Task 2 – Update Environmental Assessment to current outline and standards

   a) Data Collection Process: Readily available environmental information relative to the project area will be updated during research efforts, field surveys, and from appropriate local, state, and federal agencies.

   b) Environmental Investigations and Assessments

      i) Cover Sheet.

      ii) Chapter Headings and Subheadings.

      iii) List of Figures (include typical sections, schematic).

      iv) List of Tables

v) List of Maps (include vicinity and location map on county road map base, and a location map on a USGS 7.5' topographic map base reproduced without enlargement or reduction).

vi) List of Exhibits (to support EA).

vii) List of Preparers

viii) References

ix) Acronyms

c) The EA in the TxDOT-preferred format will be revised and updated as follows:

i) Need for the Project. The EA shall explain why the Transportation Activity is proposed, including a description of the existing facilities and unsatisfactory conditions to be remedied. The EA shall identify and describe the transportation or other needs which the proposed Transportation Activity is intended to satisfy (e.g., provide system continuity, alleviate traffic congestion, improve safety or roadway unsatisfactory conditions).

ii) Purpose of the Proposed Project. The EA will include a clear description of the proposed Transportation Activity and the purpose it would serve. The focus of this description shall be on the basic features of the Transportation Activity without regard to alignment. This description also will include a general description of the proposed location, including city and county, project length, and proposed logical termini. The project location will be illustrated on a map.

iii) Objectives of the Project. The EA shall describe the goal(s) or desired outcomes that would be attained if a proposed alternative for the Transportation Activity were implemented. The objectives shall be clearly expressed and useful for identifying the alternative(s) that do and do not warrant consideration as a possible preferred alternative.

iv) Focus of This Environmental Analysis.

(1) Planning Process. The EA shall provide a brief historic description of the planning, scoping, and public involvement process that resulted in identifying the proposed Transportation Activity. The description shall summarize and reference the agencies and members of the public. The EA shall reference the applicable transportation improvement plan, relevant MPO information from the approved planning documents and conformity language for projects in air quality attainment areas. The project anticipated letting schedule and estimated cost of construction will be provided.

(2) Related Studies and Relevant Documents. The EA shall briefly discuss studies and documents containing data or information relevant to the EA. The EA shall only cross-reference relevant work that may affect decisions to be made as part of this proposed Transportation Activity (e.g., biological surveys, adjacent or contiguous Transportation Activities, and other relevant NEPA documents). The EA shall avoid discussions of studies and documents that do not contribute directly to the identification and selection of a preferred alternative.

(3) Issues/Resource(s) Studied in Detail. The EA shall include discussions of all relevant issues and resources (as outlined in FHWA Technical Advisory 6640.8A and in this scope) that would be affected by implementation of the proposed Transportation Activity. Discussions shall be introductory in scope. The EA shall briefly explain why each relevant issue and resource may have an impact associated with it. Detailed discussions shall be reserved for the Affected Environment and Environmental Consequences section

of the EA. Issues and resources that will not be affected by implementation of the proposed Transportation Activity are not relevant to this section and shall not be discussed in this section.

(4) Issues Eliminated From Further Study. Issues and resources that will not be affected by implementation of the proposed Transportation Activity are relevant to this section and shall be discussed in this section of the EA. The EA shall include very brief summaries justifying why potentially affected issue/resource(s) are not of concern as related to the implementation of this Transportation Activity based on studies completed for the particular issue/resource(s) in question. Studies performed for the EA may be referenced or incorporated by reference in the summary. If impacts to habitat or protected species will be an issue discussed in this section of the EA, this section shall contain a habitat description.

v) Applicable Regulatory Requirements and Required Coordination. The EA shall include only the regulations with which the State must comply regarding the issues studied in detail unless those regulations (e.g., 36 C.F.R. 800) require agency coordination regardless of impacts.

5) The EA shall identify alternatives that were considered, but eliminated from detailed study. The Engineer will describe how and why the reasonable alternatives (Build and No-Build) were selected for detailed study.

a) Process Used to Develop the Project Alternatives. The EA shall discuss the No-Build alternative. All reasonable alternatives considered shall be examined against the No-Build baseline and shall be discussed at equal levels of detail to provide an equitable comparison based upon the purpose and need and related objectives of the Transportation Activity. On Transportation Activities where a law, executive order, or regulation (e.g., Section 4(f), Executive Order 11990, or Executive Order 11988) mandates an evaluation of avoidance alternatives, the explanation of the Transportation Activity need shall clearly state how the law, executive order, or regulation affects avoidance alternatives or choice of the preferred alternative.

b) Requirements for and Benefits of Alternatives. The EA shall identify the characteristics that a good alternative being considered should have. These characteristics shall be used as criteria for determining whether each alternative meets the stated purpose, need, and objectives of the Transportation Activity and, therefore, warrants consideration for further study.

i) Principal Design Requirements. The EA shall include a discussion of required TxDOT or AASHTO design standards that must be implemented as part of the proposed Transportation Activity.

ii) Desired Design Benefits. The EA shall include a brief discussion of desired design features that would be beneficial as a result of the proposed Transportation Activity.

iii) Environmental Protection and Enhancement Requirements. The EA shall include a discussion of all reasonable avoidance, minimization, and enhancement efforts made for each of the alternatives considered for further study.

c) Alternatives Eliminated from Detailed Study. The EA shall discuss only those reasonable alternatives that were considered and provide a relevant justification why they were eliminated from detailed study. The EA shall briefly explain the main reason(s) why an alternative was

eliminated from consideration (e.g., did not meet principal design requirements, did not meet purpose and need, environmental impacts that could not be mitigated).

d) Detailed Description of Reasonable Alternatives

i) No-Build Alternative. The EA shall describe the characteristics of the no-build alternative.

ii) Reasonable Build Alternative(s). The EA shall individually describe the characteristics of each reasonable build alternative. This section shall be repeated for each reasonable build alternative.

6) Update and describe the existing social, economic, and environmental setting for the area affected by the reasonable alternatives. The description will be limited to data, information, issues, and values that will have a bearing on possible impacts, mitigation measures, and on the identification of a preferred alternative. Some resources below may be eliminated from detailed study in the EA. The following provides methods of analyses for resources discussed in Chapter 3.0 of the EA.

a) Socioeconomic Issues/Environmental Justice/Project Setting/Land Use – The updated U.S. Department of Commerce, Bureau of the Census 2010 information on the census block or lowest available data for the project area will be obtained and summarized. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. Changes in the neighborhoods or community cohesion will be assessed for various social groups in terms of generating new development, changing property values, and accessibility. Impacts on school districts, recreation areas, churches, businesses, and police and fire protection will be assessed, where information is available. Impacts to minority and/or low-income groups due to the implementation of the proposed project will be reviewed. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice.

i) The extent of residential and business displacements (if any) will be discussed for the Build alternative. The estimated number of single-family residential and multi-family residential homes to be displaced (if any) and a summary of the social characteristics of these households will be determined, based on available public information. Impacts on commercial/retail facilities that may be displaced will also be determined.

ii) As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. In addition, available population and land use study data will be reviewed to assess potential impacts of the proposed project on land use. This assessment of land use will include residential, commercial, industrial, education, open space, roadway ROW, and undeveloped land use categories.

iii) Economic impacts on the regional and local economies, such as the effects of the proposed project on development, tax revenues and public expenditures, employment opportunities, accessibility, and retail sales will be discussed. The impacts, both beneficial and adverse, on the economic vitality of existing businesses, business districts, and the resultant impact on the local economy will be described. The impacts will be assessed qualitatively.

b) Airway-Highway Clearance - The Engineer will collect and analyze data concerning airports within 20,000 feet of the proposed project.

c) Soils/Prime Farmlands - Soils in the area of the proposed project will be described according to the Natural Resources Conservation Service (NRCS). To ensure compliance with the Farmland Protection Policy Act (FPPA), the Engineer will consider proposed project impacts, and if

necessary coordinate with the NRCS and complete the Farmland Conversion Impact Rating Form CPA-106 and submit it to the NRCS for review, if necessary. The NRCS map for Cameron County will be reviewed, and the NRCS list of prime farmland soil types will be reviewed to determine if the proposed project area is potentially subject to the FPPA. If there is a potential for adverse impacts to FPPA lands, the EA will discuss alternative measures to avoid or minimize the impacts.

d) Beneficial Landscape Practices - The Engineer will address the Executive Memorandum related to Beneficial Landscape Practices.

e) Invasive Species - The Engineer will address the Executive Order related to Invasive Species.

f) Essential Fish Habitat - The potential for the proposed project to impact essential fish habitat will be reviewed and discussed.

g) Vegetation - The vegetation of the project area will be categorized and evaluated according to TxDOT's Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with the Texas Parks and Wildlife Department (TPWD).

h) Wildlife - Wildlife habitat will be evaluated and potential impacts on wildlife will be assessed. Mitigation of possible impacts including habitat loss and fragmentation will be addressed.

i) Threatened and Endangered Species – Updated data will be obtained from the USFWS and the TPWD (Natural Diversity Database (NDD)) to determine the potential presence or absence of federally listed and proposed endangered or threatened species and critical habitat in the proposed project area. The Engineer will conduct a field survey of the project ROW to determine suitable and non-suitable habitat for the species potentially occurring within the project area. This scope of work does not include the preparation of a Biological Assessment, formal consultation under Section 7 of the Endangered Species Act, or presence/absence surveys.

j) Cultural Resources:

   i) Archeological: In 2004, Southern Archaeological Consultants, Inc. carried out an intensive pedestrian cultural resources survey of the project area. No cultural resources were recorded and there are no previously recorded archaeological sites, prehistoric or historic, present within the survey area. No further cultural resource work was recommended. A summary of the archeological investigations will be summarized for the EA and a copy of the letter will be included in an Appendix of the EA.

   ii) Historic Resources Survey: The site was originally surveyed in ca. 2004 and the APE was determined to be 150 feet. The survey was updated in ca. 2009. It is not anticipated that the historic resources survey would need updating at this time and is not included in the scope of work. Should TxDOT or FHWA require these section of the report to be updated it will be added by supplemental agreement.

k) Bicycle and Pedestrians - The Engineer will document any impacts to bicycle and pedestrian facilities and services in the area.

l) Section 4(f) Resources - The Engineer will review available data and perform on-site investigations to ascertain the presence of potential Section 4(f) lands, including public parks, recreation lands, and wildlife and waterfowl refuges that may be impacted by the proposed project. This scope of work does not include a Section 4(f) analysis.

m) Waters of the U.S. including Wetlands - Coordination was previously initiated with USACE on July 14, 2009. A copy of the letter will be included in an appendix in the EA. A permit from the USACE is not required.

n) Water Quality - Updated data from the water quality division of the Texas Commission on Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (EPA) under the Federal Clean Water Act and the Safe Drinking Water Act regarding principal or sole-source aquifers and wellhead protection areas.

o) Floodplains - National Flood Insurance Program (NFIP) maps will be reviewed to determine what portions of the proposed project area are encumbered by the base (100-year) floodplain. Floodplain encroachment will be described and mitigation measures will be discussed.

p) Coastal Zone Management – An evaluation of the proposed project relative to the jurisdictional boundary of the Texas Coastal Management Program.

q) Permits - As the archeology is complete for this project (No Antiquities Permit required) and no U.S. Army Corps of Engineers permit is required, this scope of work does not include the preparation and coordination of any permit applications or notifications.

r) Traffic Noise – An updated noise analyses using FHWA-approved traffic noise modeling (TNM) software and updated traffic numbers requested from TxDOT will be performed.

s) Air Quality – The project is located within an area that is considered to be in attainment or unclassifiable for each of the national Ambient Air Quality Standards (NAAQS) and therefore is not subject to the conformity rule. A qualitative Air Quality Analysis will be conducted using MOBILE 6 emission factors and the CALINE 3 line-source dispersion model. CO concentrations will be modeled using updated traffic numbers (estimated time of completion (ETC) year and the design year [ETC plus 20 years]) requested from TxDOT. For Mobile Source Air Toxics, a qualitative assessment of impacts due to vehicle emission of the six priority toxic air pollutants (benzene, 1,3-butadiene, acrolein, acetaldehyde, formaldehyde, and diesel exhaust hydrocarbons and particles) will be performed. A comparison of pollutant production and distribution for the build alternative and locate potential receivers within 100 and 500 meters of the proposed ROW will be performed. The work will be in accordance with the FHWA memo "Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents," issued on September 30, 2009, and other TxDOT and FHWA guidance.

t) Hazardous Materials

   i) An updated review of the provided records will be performed according to TxDOT standards to identify listed hazardous waste generators; treatment, storage, and disposal facilities; solid waste landfills; unauthorized sites; documented spills; and underground storage tank sites within the proposed project area. Where practicable, during the field investigations, the hazardous materials sites identified in the database search that are adjacent to the project corridor will be visually inspected from public access points for the potential presence of hazardous substances and petroleum products on the subject properties. Identified sites will be located on maps. The current regulatory status of the site will be determined and presented along with the additional investigations that may be recommended based on these findings.

   ii) This task does not include interviews with any local or adjacent landowners regarding the potential for hazardous materials use or sites. Should the hazardous materials sites review indicate that a Phase I Environmental Site Assessment, sampling, and/or subsurface investigations are warranted, These items would be additional services.

u) Construction Impacts – Potential adverse impacts associated with construction of the proposed project will be assessed.

v) Visual Impacts – An assessment of the existing visual qualities in the study area and identify areas where visual impacts could occur, if any.

w) Indirect and Cumulative Impacts – an updated for the identification of indirect and cumulative impacts in accordance with the requirements of TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (September 2010) and any other related guidance from FHWA will be performed.

x) Summary – A summary section of the EA will be provided.

7) A recommendation of the preferred alternative and appropriate mitigation measures (if needed) will be provided.

8) Deliverables and EA Review/Revisions

a) The information above will be compiled into a preliminary draft EA document. A discussion of the need and purpose of the project, alternatives, and reasons for selection of the preferred alternative will be included in the EA. The EA will also include discussions of mitigation measures that may reduce or eliminate identified environmental impacts.

b) The EA text will be prepared on an IBM-compatible computer with Microsoft Word software and a CD will be provided, if requested. Exhibits will be limited to 8.5"x 11" format, if possible.

c) The following will be provided:

i) Two copies of the preliminary draft EA electronic document (V1) for TxDOT-Pharr District for review and comment. Upon receipt of comments, revisions will be made and the additional information needed to complete the items will be incorporated into the draft EA (V2).

ii) Three (3) copies of the draft EA document (V2) and electronic copy will be prepared and provided to TxDOT-Pharr District for TxDOT-Environmental Affairs Division (ENV) review.

iii) After receiving comments from TxDOT-Environmental Affairs Division (ENV) (round one), revise and provide three (3) copies of the draft EA document (V3) will be prepared to TxDOT-Pharr District for TxDOT-Environmental Affairs Division (ENV) resubmittal.

iv) After receiving comments from TxDOT-ENV (round two), revise draft EA document and submit the revised draft to TxDOT-Pharr District for Agency review (V4) (4 copies).

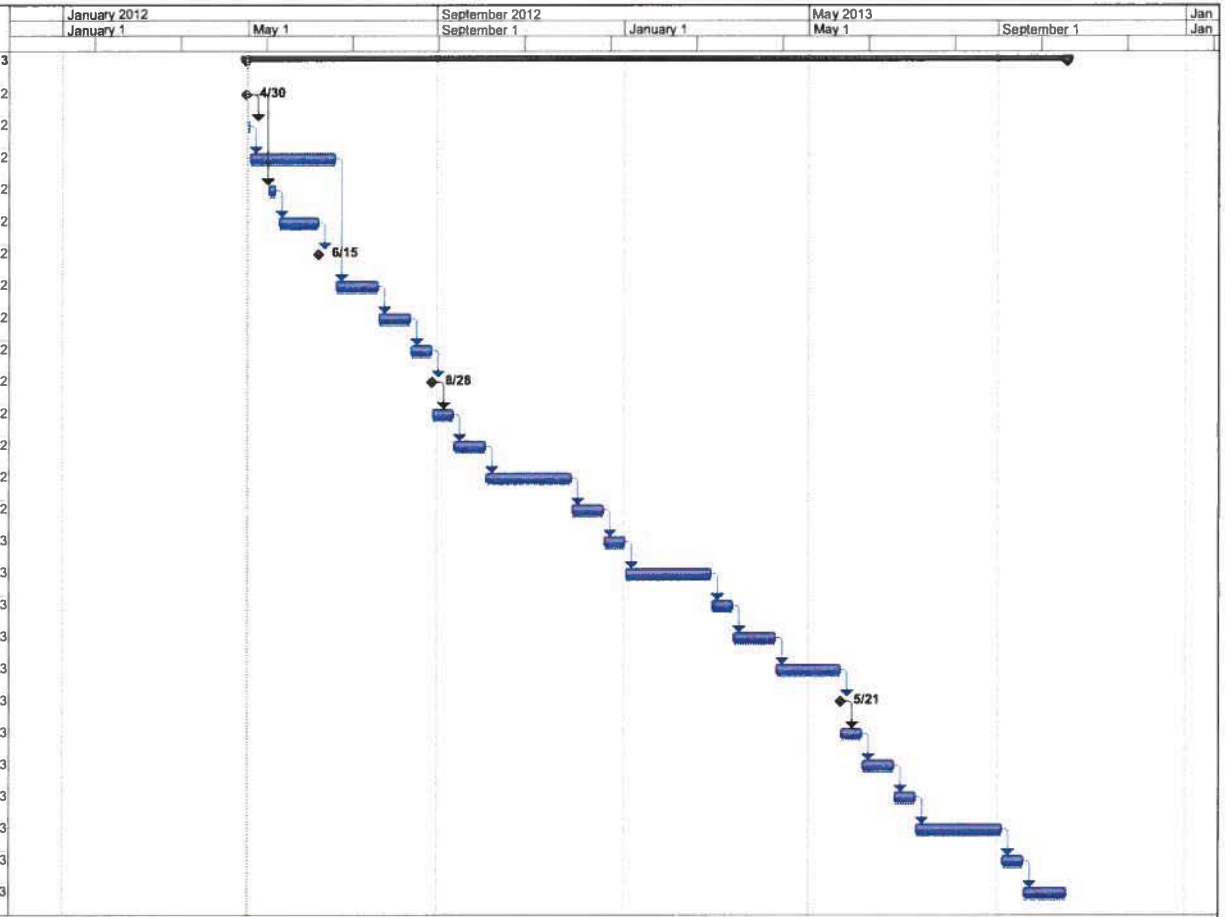
v) Revise Draft EA per agency comments.

vi) Revise draft EA document and submit 6 copies of the Final Draft EA to FHWA (V5).

vii) Revise final draft, if required, and submit 6 copies of the Final EA (V6).

viii) Four copies of the Public Meeting and Public Hearing summary report and one electronic copy in PDF format of the summary report will be delivered to TxDOT-Pharr District.

| ID | Task Name | Start | Finish |
|---|---|---|---|
| 1 | **Environmental Clearance** | **Mon 4/30/12** | **Tue 10/15/13** |
| 2 | Notice to Proceed | Mon 4/30/12 | Mon 4/30/12 |
| 3 | Field Visit | Mon 4/30/12 | Tue 5/1/12 |
| 4 | Revise Environmental Assessment (EA) | Wed 5/2/12 | Tue 6/26/12 |
| 5 | Approval of Advertisement for Public Meeting by ENV | Mon 5/14/12 | Fri 5/18/12 |
| 6 | Advertise for Public Meeting, Mock Meeting, etc | Mon 5/21/12 | Fri 6/15/12 |
| 7 | Public Meeting | Fri 6/15/12 | Fri 6/15/12 |
| 8 | Submit EA to District for Review | Wed 6/27/12 | Tue 7/24/12 |
| 9 | Revise EA | Wed 7/25/12 | Tue 8/14/12 |
| 10 | District Review of EA prior to submission to ENV | Wed 8/15/12 | Tue 8/28/12 |
| 11 | Submit Revised EA to ENV | Tue 8/28/12 | Tue 8/28/12 |
| 12 | ENV to review EA | Wed 8/29/12 | Tue 9/11/12 |
| 13 | Revised EA | Wed 9/12/12 | Tue 10/2/12 |
| 14 | EA re-submitted to ENV for Agency Reviews (TPWD, tribal, etc.) | Wed 10/3/12 | Tue 11/27/12 |
| 15 | Revise EA, if necessary | Wed 11/28/12 | Tue 12/18/12 |
| 16 | ENV review of EA prior to submission to FHWA | Wed 12/19/12 | Tue 1/1/13 |
| 17 | EA Submission to FHWA | Wed 1/2/13 | Tue 2/26/13 |
| 18 | Revised EA for FHWA comments | Wed 2/27/13 | Tue 3/12/13 |
| 19 | EA Approval (Satisfactory for further processing) | Wed 3/13/13 | Tue 4/9/13 |
| 20 | Approval for and advertise for Public Hearing (30-day Notice) | Wed 4/10/13 | Tue 5/21/13 |
| 21 | Public Hearing (tentative) | Tue 5/21/13 | Tue 5/21/13 |
| 22 | Comment period closes | Wed 5/22/13 | Tue 6/4/13 |
| 23 | Prepare Summary & Analysis for Public Hearing | Wed 6/5/13 | Tue 6/25/13 |
| 24 | Revise EA and submit back to ENV and FHWA | Wed 6/26/13 | Tue 7/9/13 |
| 25 | Review by ENV and FHWA | Wed 7/10/13 | Tue 9/3/13 |
| 26 | Revise EA for ENV and FHWA comments | Wed 9/4/13 | Tue 9/17/13 |
| 27 | EA submmitted to ENV and FHWA for FONSI Issuance | Wed 9/18/13 | Tue 10/15/13 |




Project: EA Work Schedule For Mile 6
Date: Thu 3/22/12

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Page 1

Contract No. C-08-227-02-09
Work Authorization No. 1
Supplemental Agreement No. 1

Attachment D
Fee Proposal

| Description of Tasks | Principal | Sr. Engineer/Sr. Env Planner | Env. Scientist (Planner) | Env Scientist (Biologist) | Principal Archeologist | GIS | Admin/Clerical | Total Hours | Total Labor |
|---|---|---|---|---|---|---|---|---|---|
| | $193.00 | $175.00 | $110.00 | $100.00 | $110.00 | $80.00 | $60.00 | | |
| **TASK. SITE VISIT** | | | | | | | | | |
| Field Visit for NEPA Writer | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 16 | $1,760.00 |
| *Subtotal* | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 16 | $1,760.00 |
| **TASK. PROJECT MANAGEMENT** | | | | | | | | | |
| Project set-up, Direct and coordinate the various elements and activities associated with the EA | 0 | 18 | 0 | 0 | 0 | 0 | 4 | 22 | $3,390.00 |
| Prepare for and attend one meeting to discuss schematic design & public involvement (1 mtg) | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 4 | $700.00 |
| Monthly Invoices and Progress Reports | 0 | 18 | 0 | 0 | 0 | 0 | 2 | 20 | $3,270.00 |
| QA/QC EA at draft, agency reviews and FHWA | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 12 | $2,100.00 |
| *Subtotal* | 0 | 52 | 0 | 0 | 0 | 0 | 6 | 58 | $9,460.00 |
| **TASK. ENVIRONMENTAL ASSESSMENT** | | | | | | | | | |
| Data Collection | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Need and Purpose | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Alternatives Analysis | | | | | | | | | |
| Process used to develop the project alternatives | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Requirements for and benefits of alternatives | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Principal Design Requirements | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Desired Design Benefits | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Environmental Protection and Enhancement Requirements | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Alternatives eliminated from detailed study | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Detailed description of reasonable alternatives | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Objectives of the Project | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Environmental analysis and Issues Eliminated from From Further Study | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Planning Process | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Scoping Process | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Public Involvement Process (Summary) | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 6 | $660.00 |
| Related Studies and Relevant Documents | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Issues studied in detail and Issues eliminated from further study | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 3 | $330.00 |
| *Subtotal* | 0 | 0 | 33 | 0 | 0 | 0 | 0 | 33 | $3,630.00 |
| **TASK. ISSUES STUDIED IN DETAIL** | | | | | | | | | |
| ROW and property acquistion | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 | $880.00 |
| Land Use | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 | $880.00 |
| Vegetation Impacts | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 6 | $600.00 |
| Wildlife | 0 | 0 | 2 | 4 | 0 | 0 | 0 | 6 | $620.00 |
| Noise analysis | 0 | 0 | 32 | 0 | 0 | 0 | 0 | 32 | $3,520.00 |
| Soils/Farmlands | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 | $880.00 |
| Threatened and Endangered Species | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 24 | $2,400.00 |
| Indirect and Cumulative Analysis | 0 | 0 | 24 | 4 | 0 | 0 | 0 | 28 | $3,040.00 |
| Figures (Land use, Vegetation, ICI RSA's) | 0 | 0 | 8 | 0 | 0 | 40 | 0 | 48 | $4,080.00 |
| *Subtotal* | 0 | 0 | 90 | 38 | 0 | 40 | 0 | 168 | $16,900.00 |
| **TASK. ISSUES ELIMINATED FROM FURTHER DETAIL** | | | | | | | | | |
| Population and Demographic Characteristics | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 | $880.00 |
| Environmental Justice, LEP | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Public Facilities and Services | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Housing | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Community Facilities, Community Cohesion | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Economic and Employment Impacts/Income | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Airway-Highway Clearance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 |
| Beneficial Landscaping/Invasive Species | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Essential Fish Habitat | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Cultural Resources (summarize) | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 3 | $330.00 |
| Bicycles and Pedestrians | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Section 4(f) Resources | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Waters of the U.S., including wetlands, Floodplains, water quality, wild and scenic rivers | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Coastal Zone Management | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Air Quality CO Modeling | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 4 | $440.00 |
| MSAT Analysis | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Hazardous Materials (order database and reassess) | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 4 | $440.00 |
| Construction Impacts | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Visual Impacts | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| Prepare exhibits (location map, USGS, floodplain, census tract, typs, schematic, etc.) | 0 | 0 | 1 | 0 | 0 | 8 | 0 | 9 | $750.00 |
| Appendices (Photos, Technical Reports, etc.) | 0 | 0 | 2 | 0 | 0 | 0 | 8 | 10 | $700.00 |
| Acroymns, References, List of Preparers | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | $110.00 |
| *Subtotal* | 0 | 0 | 36 | 0 | 2 | 8 | 8 | 54 | $5,300.00 |
| **TASK. PREPARATION OF ENVIRONMENTAL DOCUMENTS** | | | | | | | | | |
| Prepare Draft EA to TEDSI and City (V0) (2 copies) - address any revisions | 0 | 0 | 4 | 0 | 0 | 0 | 8 | 12 | $920.00 |
| Prepare Draft EA to TxDOT (V1) (2 copies) | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | $120.00 |
| Revisions to Draft EA (per Pharr District) | 0 | 2 | 32 | 2 | 0 | 8 | 0 | 44 | $4,710.00 |
| Draft EA to TxDOT ENV (V2) (3 copies) | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 8 | $480.00 |
| Revisions per ENV (first submittal) | 0 | 4 | 32 | 0 | 0 | 6 | 8 | 50 | $5,180.00 |
| Draft EA to TxDOT ENV (V3) (3 copies) | 0 | 0 | 2 | 0 | 0 | 0 | 8 | 10 | $700.00 |
| Revisions per ENV (second submittal) | 0 | 2 | 16 | 0 | 0 | 0 | 8 | 26 | $2,590.00 |
| Revisions after Agency Review | 0 | 0 | 4 | 0 | 0 | 0 | 8 | 12 | $920.00 |
| Draft EA to FHWA (V4) (4 copies) | 0 | 0 | 6 | 0 | 0 | 0 | 8 | 14 | $1,140.00 |
| Revisions after FHWA Review (V5) | 0 | 1 | 12 | 0 | 0 | 8 | 8 | 29 | $2,615.00 |
| Revise per Public Hearing | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 | $220.00 |
| Final Copies (V6) (6 copies) | 0 | 0 | 2 | 0 | 0 | 0 | 8 | 10 | $700.00 |
| *Subtotal* | 0 | 9 | 108 | 2 | 0 | 22 | 66 | 207 | $19,375.00 |
| ***Hour Subtotal (Labor)*** | **0** | **61** | **283** | **40** | **2** | **70** | **80** | **536** | **$56,425.00** |
| ***Cost Subtotal Labor*** | ***$0.00*** | ***$10,675.00*** | ***$31,130.00*** | ***$4,000.00*** | ***$220.00*** | ***$5,600.00*** | ***$4,800.00*** | | |

**DIRECT EXPENSES**

| Item | Qty | Cost |
|---|---|---|
| Meals ($35/ea. Assume 2 days 1 people ) | 2 | $70.00 |
| Hotel ($85/night) - 1 people for 1 night | 1 | $85.00 |
| Lodging Taxes (15% of lodging cost) | | $12.75 |
| Copies (8.5" x 11" B&W - $0.10) | 5000 | $500.00 |
| Copies (8.5" x 11" Color - $0.50) | 750 | $375.00 |
| Overnight mail delivery ($30 per charge) | 8 | $240.00 |
| Haz Mat Database | 1 | $300.00 |
| **SUBTOTAL (DIRECT EXPENSES)** | | **$1,582.75** |

**RABA-KISTNER ENVIRONMENTAL LUMP SUM FEE PROPOSAL** **$58,007.75**

**TEDSI INFRASTRUCTURE GROUP LUMP SUM MANAGEMENT FEE PROPOSAL** **$5,800.78**

**TOTAL LUMP SUM FEE PROPOSAL FOR WORK AUTHORIZATION NO. 1, SUPPLEMENTAL AGREEMENT NO. 1** **$63,808.53**

# EXHIBIT "F"
## Supplemental Agreement Form

CONTRACT NO. C-08-227-02-09
WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 2

THIS **SUPPLEMENTAL AGREEMENT NO. 2 to WORK AUTHORIZATION NO. 1** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Period of Service.** This Supplemental Agreement to the Work Authorization is for revision of Attachment C for Supplemental Agreement No. 1 to Work Authorization No. 1 to reflect the Notice to Proceed based on the issuance of the Revised Purchase Order affective August 29, 2012. The revised ***Work Schedule*** is attached hereto as **ATTACHMENT "C"**.

**PART 2. Responsibilities and Obligations.** This Supplemental Agreement to the Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 3 Acceptance and Approval.** This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on 9/11/12 as indicated below and effective as of 11th day of September, 2012.

No additional cost is associated with Supplemental Agreement No. 2 to Work Authorization No. 1.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP**

**BY:** _____
**Craig F. Stong, (Principal)**

**ATTEST:**

**By:** _____
**Arturo Guajardo Jr., Hidalgo County Clerk**

**THE OWNER:**
**HIDALGO COUNTY**

Ramon Garcia
**Ramon Garcia (County Judge)**

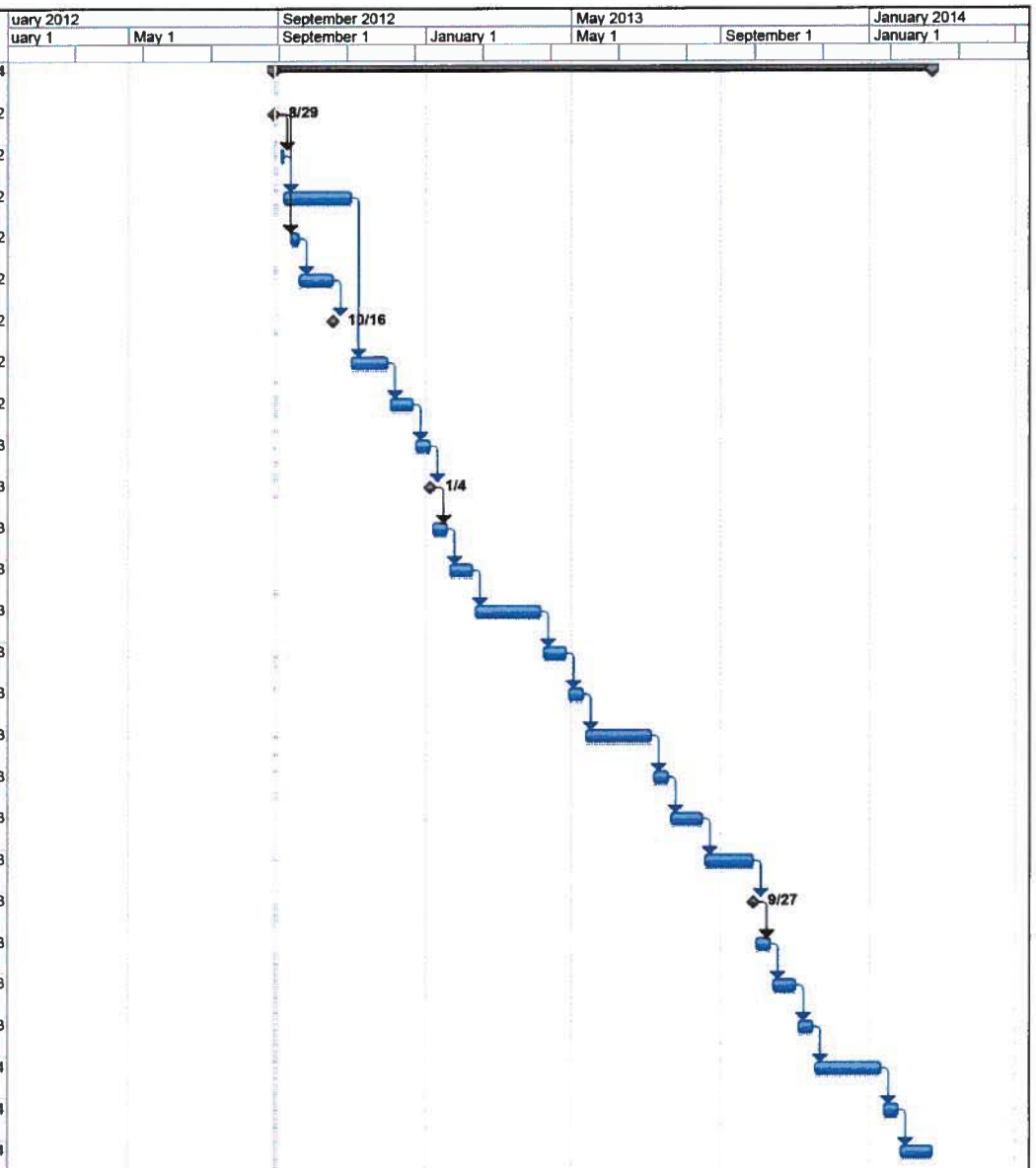
Approved by Commissioners' Court
on 9/11/12 RG

LIST OF ATTACHMENTS:
ATTACHMENT "C" - Work Schedule

Approved As To Form:
Atlas & Hall, LLP

By: _____

| ID | Task Name | Start | Finish |
|---|---|---|---|
| 1 | **Environmental Clearance** | **Wed 8/29/12** | **Fri 2/21/14** |
| 2 | Notice to Proceed | Wed 8/29/12 | Wed 8/29/12 |
| 3 | Field Visit | Tue 9/4/12 | Wed 9/5/12 |
| 4 | Revise Environmental Assessment (EA) | Thu 9/6/12 | Wed 10/31/12 |
| 5 | Approval of Advertisement for Public Meeting by ENV | Wed 9/12/12 | Tue 9/18/12 |
| 6 | Advertise for Public Meeting, Mock Meeting, etc | Wed 9/19/12 | Tue 10/16/12 |
| 7 | Public Meeting | Tue 10/16/12 | Tue 10/16/12 |
| 8 | Submit EA to District for Review | Thu 11/1/12 | Fri 11/30/12 |
| 9 | Revise EA | Mon 12/3/12 | Fri 12/21/12 |
| 10 | District Review of EA prior to submission to ENV | Mon 12/24/12 | Fri 1/4/13 |
| 11 | Submit Revised EA to ENV | Fri 1/4/13 | Fri 1/4/13 |
| 12 | ENV to review EA | Mon 1/7/13 | Fri 1/18/13 |
| 13 | Revised EA | Mon 1/21/13 | Fri 2/8/13 |
| 14 | EA re-submitted to ENV for Agency Reviews (TPWD, tribal, etc.) | Mon 2/11/13 | Fri 4/5/13 |
| 15 | Revise EA, if necessary | Mon 4/8/13 | Fri 4/26/13 |
| 16 | ENV review of EA prior to submission to FHWA | Mon 4/29/13 | Fri 5/10/13 |
| 17 | EA Submission to FHWA | Mon 5/13/13 | Fri 7/5/13 |
| 18 | Revised EA for FHWA comments | Mon 7/8/13 | Fri 7/19/13 |
| 19 | EA Approval (Satisfactory for further processing) | Mon 7/22/13 | Fri 8/16/13 |
| 20 | Approval for and advertise for Public Hearing (30-day Notice) | Mon 8/19/13 | Fri 9/27/13 |
| 21 | Public Hearing (tentative) | Fri 9/27/13 | Fri 9/27/13 |
| 22 | Comment period closes | Mon 9/30/13 | Fri 10/11/13 |
| 23 | Prepare Summary & Analysis for Public Hearing | Mon 10/14/13 | Fri 11/1/13 |
| 24 | Revise EA and submit back to ENV and FHWA | Mon 11/4/13 | Fri 11/15/13 |
| 25 | Review by ENV and FHWA | Mon 11/18/13 | Fri 1/10/14 |
| 26 | Revise EA for ENV and FHWA comments | Mon 1/13/14 | Fri 1/24/14 |
| 27 | EA submmitted to ENV and FHWA for FONSI Issuance | Mon 1/27/14 | Fri 2/21/14 |




Project: EA Work Schedule For Mile 6W
Date: Wed 8/29/12

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
10999 IH-10 West ♦ Suite 320 ♦ San Antonio, Texas 78230
Tel: (210) 858-0610
Fax: (210) 641-5245

# Letter of Transmittal

**TO:**
Ms. Vangie Garcia
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

**DATE:** 8-30-12

**REF.:** Mile 6 West

**TEDSI PROJECT NO.:** 2009-1032-01

**TRANSMITTED:**

| | | |
|---|---|---|
| ☒ For Your Use | ☐ Please comment | ☐ Approved as Noted |
| ☐ As Requested | ☐ Reply ASAP | ☐ As Noted Below |

**VIA:**

| | | |
|---|---|---|
| ☐ US Mail | ☐ Courier | ☒ Hand Carry |
| ☐ E-Mail | ☐ | |

| COPIES | DESCRIPTION |
|---|---|
| 3 | Original TEDSI Supplemental Agreement No. 2 to Work Authorization No. 1 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**REMARKS:**

Received By _____ Date _____

Signed: _____
Craig F. Stong, P.E.

If enclosures are not as stated, please notify us.

APPROVED

**AI-34053** **Purchasing Department** **41. D. 0.**
**CC REGULAR**
**Meeting Date:** 09/11/2012
**Submitted For:** Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

Acceptance and approval of request by Precinct One for Supplemental No. 2 amid Work Authorization #1 as submitted by TEDSI Infrastructure Group, Inc. through Contract #C-08-227-02-09 for the acceptance of revised "Attachment C" for Supplemental Agreement No. 1 to Work Authorization No. 1 (previously approved by cc on 05/22/12) to reflect the "Notice To Proceed" based on the issuance of the revised purchase order affective as of August 29, 2012.

**BACKGROUND**

The revised "Work Schedule" is attached hereto as Attachment "C". There was delay in obtaining required signatures once Supplemental No. 1 was approved which would now affect the date to be stipulated on the required Notice To Proceed of this supplemental. Including obtaining the revised purchase order originally assigned to this project. In accordance with AFA between Co. & TXDOT, Co. is responsible to pay 20% and TXDOT is responsible in paying 80% of total cost of project thus prompting the existing purchase order to be revised because of the amount stated on Supplemental No. 1.

---

**Fiscal Impact**

**FISCAL YEAR:** 2012 **ACCT. #:** 1315-431-00-121-039-0-731
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO#617534 for TEDSI Infrastructure Group. Funds available as of 09/05/12 to fund Supplemental Agreement.

In accordance with AFA between Co. & TXDOT, Co. is responsible to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

TXDOT receivable account is 2-1315-126-20-000-012-0-000-due from State-Mile 6W (US83-SH 107).

---

**Attachments**

Prior Approved Agenda Item (32265)
Supplemental No. 2

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | | |
| Budget & Management | | |
| Auditor's Office | | |

Form Started By: Vangie Garcia Started On: 09/05/2012 11:14 AM

## 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 CONSENT
# 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:**

**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.**

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve the Consent Agenda, with the exception of item 4.A.
Vote: 3 - 0

NO ACTION taken on item 4.A.

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. **2013 Intradepartmental transfers:**

   **A.** 2013 - County Commissioners (1100)

   **B.** 2013 - Tax Office (1100)

   **C.** 2013 - Emergency Management (1100)

   **D.** 2013 - Master Court #1 (1100)

**8.** **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.** 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( all funding sources, programs & entities)-"Purchase of Sand and Bedding Material" RFB No.: 2013-116-MEG including the re-advertising of project in the event no bid responses are received and/or are rejected and the project is still required.

**B.** Acceptance and approval of request for payment for the following invoices below as submitted by TEDSI Infrastructure Group-Contract #C-10-062-03-16-PO#636565-Work Authorization No. 1-Professional General Engineering Services-"Design & Right Of Way Mapping for HCMDS Phase II-J09 Lateral Drain from North Main To County Road 3601 (Approx. 8 Miles)" Project:

1. Invoice No. 2012-1360 in the amount of $599.34-Services from October 1, 2012 to October 31, 2012;

2. Invoice No. 2012-1442 in the amount of $4,032.69-Services from November 1, 2012 to December 31, 2012.

**C.** Acceptance and approval of "Certificate of Substantial Completion" as submitted by contractor, Herrera & Hunt Inc., reflecting the date of May 29, 2013 for: "PROJECT NUMBER 2012-274-OGG-Project Lopezville Baseball Park Lights.

**D.** Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $407,281.98) as submitted by TEDSI Infrastructure Group, for the Mile 6 West project, through contract C-08-227-02-09.

**E.** Requesting approval of payment for Invoice No. 8292 in the amount of $1,700.00 (Pct 1, 3rd Call, Ash Country Subdivision) as submitted by project engineer Quintanilla, Headley & Associates, Inc. (C-CAP-12-272-11-13.)

**F.** Requesting approval of payment for Invoice No. 13055 in the amount of $5,469.64 (Pct 3, 3rd Call, Acevedo Subdivisions) as submitted by project engineer Javier Hinojosa Engineering (C-CAP-08-030A-10-28.)k

APPROVED

**AI-39889** **Purchasing Department** **8. D.**
**CC CONSENT**
**Meeting Date:** 08/06/2013
Submitted By: Katia Garcia, COMM. PCT. #1
Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $407,281.98) as submitted by TEDSI Infrastructure Group, for the Mile 6 West project, through contract C-08-227-02-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-121-039-0-731
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Funds available $63,808.53 as of 7/25/13. The lump sum amount for services under this work authorization is $407,281.98 based upon the cost outlined in the estimated cost proposal attached hereto as Attachment D. As per AFA TxDOT portion is 80% & County portion is 20%. As per ILA, the City of Weslaco will contribute one half of costs not reimbursed by TxDOT. Therefore, County portion will be $40,728.20 calculated as follows:

| | |
|---|---|
| TxDOT Participation (80%) | $325,825.58 |
| County Participation (20%) | $81,456.40 |

Work Authorization No. 2 Lump Sum $407,281.98

From the 20% County Participation, City of Weslaco agrees to reimburse the County half, therefore, total County contribution will be $40,728.20.

Attachments

Work Authorization No.2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 07/26/2013 04:39 PM |
| Budget & Management | Obdett Calzada | 07/26/2013 04:41 PM |
| Olga Garza | Olga Garza | 07/29/2013 04:38 PM |
| Auditor's Office | Monica Badillo | 08/02/2013 04:31 PM |

Form Started By: Katia Garcia Started On: 07/24/2013 04:43 PM

Final Approval Date: 08/02/2013

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 6th day of August, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on August 6, 2013.

Signed this 6th day of August 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Priscilla Torres, Deputy

# HIDALGO COUNTY
# Professional Engineering Services
# Contract # C-08-227-02-09
# Work Authorization Form

## WORK AUTHORIZATION NO. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide services for Mile 6W.

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 **$407,281.98**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 5, 6 and 7 of the Agreement.

**PART 4. FUNDING**
This Work Authorization No.2 shall be funded through funding source:
Account No. 3-1315-431-00-121-039-0-731
Requisition Number 241986

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, , and terminate on completion of services as indicated in Exhibit B, Scope of Services to be Provided by Engineering

**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 #1, Commissioner A. C. Cuellar** as to content and detail of this **Work Authorization No. 2.**

**HIDALGO COUNTY PRECINCT NO. 1** A.C. Cuellar

**BY:** _____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 08/06/13 as indicated below and effective as of 06 day of August, 2013

**THE ENGINEER:**
**TEDSI Infrastructure Group, Inc.**

_____
**By: Craig F. Stong**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

APPROVED BY COMMISSIONERS' COURT ON: 8/6/13

**LIST OF ATTACHMENTS**

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "D" - Cost Proposal

WORK AUTHORIZATION NO. 2

**MILE 6 WEST ROAD**

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 **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) TxDOT to provide the Owner flexible pavement design for proposed pavement.
15) Traffic data and turning movement counts

WORK AUTHORIZATION NO. 2
MILE 6 WEST ROAD
MILE 11 NORTH to MILE 9 NORTH
EXHIBIT "B"

**Scope of Services to be Provided by the Engineer**

| | |
|---|---|
| CSJ: | 0921-02-168 |
| Highway: | Mile 6 West Road |
| County: | Hidalgo |
| Limits: | From Mile 11 North south to Mile 9 North |
| Project Length: | 2.0 miles |
| Area Office: | Pharr Area Office |

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 36-foot paved two-lane roadway with center turn lane

Proposed Improvements will consist of constructing a paved urban roadway consisting of an 82 foot face to face of curb. The roadway section will consist of four 12-foot travel lanes, one 14-continuous left turn lane, two 10- foot shoulders and 6-foot sidewalks on both sides. A storm sewer system will be provided for drainage within the above limits. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

Work will be limited to the modifications of schematic, hydraulics report and preliminary engineering report previously developed for the rural section completed under Work Authorization No. 1 from SH-107 south to Mile 9 North. Additional topographic survey will be required to document changes within the proposed project area. No revisions to right of way will be required.

**GENERAL MANAGEMENT/COORDINATION**

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed in GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

**ROUTE AND DESIGN STUDIES**

1) Develop and assemble Preliminary Construction Cost Estimates.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Design Schematic
   a) Revise previously developed schematic to provide curb and gutter for a 82 foot face to face section.
   b) Revise schematic to incorporate TxDOT's comments
5) Revised previously developed Preliminary Engineering Report.
6) Use TxDOT provided traffic data, flexible pavement design report to be completed by Engineer.
7) Prepare exhibits for public meeting to be held to present the new curb and gutter typical section.

8) Identify existing right of way limits and locate all major utilities within the study limits.
9) Develop storm sewer system for the proposed typical section. Identify one new outfall between Mile 10 North and Mile 11 North to outfall to the west to the existing North Weslaco Lateral owned by HCDD#1.
10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
11) Development of level of service analysis, turning movement counts or traffic counts are not included in scope.

**FIELD SURVEYING**

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".
3) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
   b) Update Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.
4) Update Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.
   b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.
5) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

**RIGHT OF WAY SURVEY**

1) Update Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The Engineer shall update information of utility work completed since 2009. If it is determined that modification to existing or new utility facilities has been completed since 2009 a supplemental agreement will be issued to cover the additional survey work.
   b) Subsurface Utility Engineering is not included in the scope of work.
2) Right of Way
   a) Review and updating of existing adjoining property and ownership information using Hidalgo County Clerks current publicly available records.
   b) Update current right of way Microstation file with
      i) Update adjoining property parcel lines
      ii) Update ownership information and mailing list
   c) Review and update parcel information
      i) Update parcel number based on changes from above
      ii) Update area of parcel based on changes from above
      iii) Update spreadsheets and schematic

## ENVIRONMENTAL ASSESSMENT

1) Project Management and Coordination
   a) The Engineer will set up the project, direct and coordinate the various elements and activities associated with the updates of EA.
   b) The Engineer will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with TxDOT procedures.
2) Update EA and Perform New Survey for Drainage Easements
   a) Environmental Investigations and Assessments - The EA report will document the economic, social, and environmental conditions and potential impacts of the proposed drainage easements for the project. These easements have not been environmentally cleared and warrant an assessment.
   b) Archeological Survey

   An archeological survey of the proposed drainage improvements will be performed to ensure compliance with the Antiquities Code of Texas and Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. The investigation will be conducted to address the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended, and the Antiquities Code of Texas. The scope of work and consultation for this project will follow the process of the First Amended Programmatic Agreement (PA 2005) among the Federal Highway Administration, TxDOT ENV, THC and the Advisory Council on Historic Preservation and the Memorandum of Understanding (MOU) between TxDOT ENV and the Texas Historical Commission (THC). The work will determine whether cultural resources are located within existing 350-foot wide ROW of the proposed roadway project, and, if so, assess the significance and eligibility for designation as State Archeological Landmarks (SALs) and/or inclusion in the National Register of Historic Places (NRHP).

   For archeological resources, the area of potential effect (APE) is the proposed drainage ditches. The archival and historic background study entails a review of the THC's Historic and Archeological Sites Atlas as well as available sources at the Texas Archeological Research Laboratory (TARL) in Austin, Texas. These sources among others such as soil surveys, historic and geologic maps etc., will be examined to identify any previously recorded sites and past investigations within the vicinity of the project area and to determine the likelihood of the project to impact archeological resources.

   An intensive cultural resources survey that includes a 100 percent pedestrian survey with visual inspection of the surface for cultural materials coupled with shovel testing will be performed within the APE. A production of a report suitable for review by the Texas Historical Commission (THC) in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the Council of Texas Archeologists (CTA) Guidelines for Cultural Resources Management Reports will be produced.

   This report will detail the background research, methodology, and results of the survey. A copy of the report will be submitted to TxDOT Pharr District for review. Upon approval, the draft will be submitted to TxDOT ENV for their 30-day review. Once approved, one hard copy and one electronic copy burned as a tagged PDF on a CD including a completed Abstract Form will be provided to the TxDOT Pharr District, TxDOT ENV, and THC for final submission. This scope also includes compilation of the revised cultural resources section of the EA.

   The key tasks of the investigation are outlined below:

   i) Perform archival and historic background research;
   ii) Perform intensive cultural resources survey (pedestrian survey with shovel testing) of APE;
   iii) Document and assess SAL status and NRHP-eligibility of potential cultural resources;
   iv) Provide TxDOT Pharr District with formal report of findings and recommendations. Upon approval from TxDOT Pharr District submit draft copies to the TxDOT ENV for the 30-day review period. Make any revisions and submit final copies to the TxDOT Pharr District, TxDOT ENV, and THC;
   v) Summarize Work and Findings to include in the Archeological Sections of the EA including any language following the Standards of Uniformity.

   Should archeological sites be discovered that require additional investigations such as NRHP eligibility testing, a new scope and fee will need to be prepared.

3) Supplement 2009 Historic Resources Reconnaissance Survey

   This scope will re-evaluate the Historic Resource Reconnaissance Survey (dated September 2009) by Ecological

Communications Corporation and cleared by TxDOT Environmental Affairs Division (ENV) on January 26, 2011. The new letting date has been extended from a previous letting date of 2011 to ~2017, therefore, the historic period has been extended from 1966 to 1972 and a re-evaluation is required.

The Historian will prepare a Historic Resource Reconnaissance Survey report, including identification, evaluation, and documentation tasks in accordance with the provisions of the Secretary of the Interior's Standards for the Identification, Evaluation, and Documentation (48 FR Parts 44716- 42). The purpose of this project is to revise and update the existing 2009 report. This scope includes surveys, research, and documentation efforts carried out in accordance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (Volume 48 of the Federal Register, 44716) to comply with Section 106 (Title 16, United States Code §470f) of the National Historic Preservation Act of 1966, as amended, and other state and federal historic preservation related laws and regulations. Identification, evaluation and documentation tasks will be performed by the Historian in accordance with the provisions of the Secretary of the Interior's Standards for the Identification, Evaluation and Documentation (48 FR Parts 44716-42).

Associated activities include: preparation of a re-evaluation research design, delineation of the area of potential effects for projects with the potential to affect historic properties; field surveys and photographic and written documentation on historic properties located within a project's area of potential effects; revise the of historic contexts from the 2009 report (Eisenhour) that was approved by TxDOT in 2011; preliminary recommendations of National Register eligibility for identified historic properties; evaluation of the effect of projects on significant properties; and the development of management and preservation plans for historic properties if identified and documented.

The survey will be performed and documented at sufficient levels to satisfy the State (TxDOT District and Environmental Affairs Division (ENV) requirements for determining the presence of historically significant properties in the APE in accordance with 36 CFR 60 and 13 ACT 26. Performance of historic studies by the Engineer's technical expert will include the following tasks:

a) Determine the APE and the limits of the survey area in consultation with the State. While the Area of Potential Effect (APE) to be surveyed will be determined in consultation with the State, this scope of work anticipates the APE to extend 150 feet beyond the proposed acquisition or the current ROW on existing roadway.

b) Conduct a literature review to revise the 2009 historical and cultural contexts for the project area, determine information requirements and direct the survey effort. Report includes discussion of previously designated historic properties within 1,300 feet of the project area to foster development of appropriate contextual analysis. Explicit reference to THC survey files and Historic Sites Atlas, the NRHP, the list of State Archeological Landmarks, and the list of Recorded Texas Historic Landmarks will be included.

c) Preparation of a research design in consultation with the State. The research design will provide a succinct summary of the literature review results, clear descriptions of identification, evaluation, and documentation tasks required, and associated production schedules. The research design will follow the TxDOT SOU for reconnaissance survey research designs and submit copies of the research design to the District. Revise research design upon receipt of the District's and regulatory comments.

d) Conduct a reconnaissance survey of each historic-age resource (defined in accordance with 36 CFR 60 as a building, structure, object, historic district, or non-archeological site at least 45 years old at the time of letting) in the APE. Each resource will be documented in the following manner:

    i) Provide photographic documentation for each historic resource. At a minimum this will include an oblique view of the primary façade and a side elevation for each resource, with the subject filling the frame. All photographs will be 3.5"x5" color representations printed on matte finish photographic paper or comparable digital images produced with resolution that is equal to or greater than 1200 by 1600 pixel resolution quality with high resolution techniques. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. One original and one electronic copy of each image will be provided. Photographs will be attached to separately labeled pages that clearly identify project name, address of resource (or UTM coordinates), direction of the photograph, style and type of resource, NRHP criteria eligibility, resource integrity issues, a project ID number keyed to the

project map, and any photography limitations.

ii) Photographs will be attached to separately labeled pages that clearly identify project name, address of resource (or UTM coordinates), direction of the photograph, style and type of resource, NRHP criteria eligibility, resource integrity issues, a project ID number keyed to the project map, and any photography limitations.

iii) The Historian will produce an inventory of all resources, provided in a table form that details project identification numbers, locations, property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

iv) The report will include preliminary assessment of whether any resources meet standards for inclusion in the National Register of Historic Places (NRHP), either individually or as part of a potential historic district.

v) The Historian will summarize the results of the reconnaissance survey in the environmental document. In addition, the technical expert will produce a letter report summarizing the findings of the reconnaissance survey for attachment as an appendix to the environmental document. This letter report will include a comprehensive inventory of historic-age properties identified in the project APE and study area, photographs and mapped locations of these historic-age properties and other documentation of sufficient detail and clarity to provide the State with a basis for making determinations of National Register of Historic Places (NRHP) eligibility without requiring submission of additional documentation, or alternatively, make recommendations concerning the scope of the intensive survey necessary to finalize NRHP determinations. It is estimated that up to 20 historic-age resources dating from 1967 to 1972 will be investigated. At a minimum, the letter report will include the following information:

(1) A brief overview of the results of the reconnaissance survey, including a summary of the background history of the project area and observations on patterns of settlement, development trends, resource distribution, analysis of survey data and methods of analysis used, including historic contexts relevant to the time period associated with the historic-age resources sufficient to evaluate significance of resources for NRHP eligibility in accordance with 36 CFR 60.

(2) An inventory of all historic-age resources with proposed determinations of NRHP eligibility addressing all NRHP criteria for significance, integrity in accordance with 36 CFR 60, and effects of the proposed action.

(3) Maps showing the location of each historic resource labeled with its appropriate project ID number, running as consecutively as possible from the top left hand corner to the bottom right hand corner of the map. Outbuildings and landscape features will be reported as subsets of the main project ID number for a property, for example, a garage associated with Site No. 100 could be labeled Site No. 100a. The APE will be clearly indicated on the map. Major street names, parcel lines, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs or USGS 7.5' topographic maps.

(4) Photographic documentation for each historic-age resource. At a minimum this will include an oblique view of the primary façade and a side elevation for each resource, with the subject filling the frame. All photographs will be 3.5"x5" color representations printed on matte finish photographic paper or comparable digital images produced with resolution that is equal to or greater than 1200 by 1600 pixel resolution quality with high resolution techniques. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. One original and one electronic copy of each image will be provided. Photographs will be attached to separately labeled pages that clearly identify project name, address of resource and project ID number keyed to the project map.

(5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps and other items necessary to finalize the evaluation and documentation phases of the project in accordance with 48 FR Parts 44716-42.

Additional work associated with an intensive survey or intensive historical research would require a supplemental agreement to this work authorization.

Assumptions:
1. The historian estimates the identification and documentation of 20 additional historic-age resources within the project APE dating from 1966 to 1972.
2. One historian and one associate will perform the fieldwork.
3. Hidalgo County Historical Commission will be consulted, if necessary.

4) Public Meeting

The Consultant will plan, coordinate, and conduct one Public Meeting in the proposed project area. The draft EA will be available only at the Public Hearing (if requested) for the public to review and comment. The beginning portion of the Public Meeting will be in an open house format to view project exhibits, followed by a formal presentation and oral comment period. The Consultant's staff will be present at the Public Meeting to receive comments from the public and other attendees. The Consultant will locate and arrange facilities for the Public Meeting.

The Consultant will update and maintain the project mailing list and prepare a Public Meeting notice to inform adjacent property owners and other interested persons of the Public Meeting. The Consultant will also prepare other Public Meeting materials to facilitate the meeting. The tasks to be performed will include the following:

- Identify and secure the venue for the Public Meeting and coordinate the logistics in support of the meeting.
- Update and maintain a mailing list that includes, but is not limited to adjacent property owners, special interest groups, and others identified by TxDOT Pharr District to be used for the Public Meeting notice.
- Prepare, publish, and distribute meeting notices and obtain affidavits of publication, in accordance with TxDOT and FHWA requirements. Notices will be published in the local English and Spanish newspapers at 30 days and 10 days prior to the Public Meeting to notify the public in advance of the meeting.
- Prepare sign-in sheets, comment forms, handouts, and pre-printed nametags for staff.
- Identify and make arrangements for equipment needs (e.g., easels, chairs, tables, and audio-visual) including transportation, set-up, and break down.
- Provide and coordinate Public Meeting informational and directional signs (registration/sign-in, written comment station, and directional arrows for traffic flow).
- Provide two personnel to conduct the Public Meeting.
- Prepare informational displays/exhibits for display at the Public Meeting.
- Prepare graphics related to the environmental study, if necessary.
- Provide a Public Meeting Summary Report that will include copies of notices, photographs, handouts, sign-in sheets, comment forms, letters, and a transcript of comments made during the Public Meeting where comments and responses will be compiled to properly record the Public Meeting. There will be one Public Meeting summary report. Four bound copies and one electronic copy in PDF format of the summary report will be prepared.

The Consultant will provide the following:

- Court Reporter
- English-Spanish translator at the Public Meeting, if requested.
- English to Spanish translated materials such as legal notice, comment forms and handouts.

5) Afford a Public Hearing

The Consultant will prepare a bilingual public hearing notice for publication in the English and Spanish newspapers. The Consultant will publish and distribute hearing notices and obtain affidavits of publication, in accordance with TxDOT and FHWA requirements. Notices will be published in the local English and Spanish newspapers at 30 days and 10 days prior to the Public Hearing to notify the public in advance of the hearing. Should it be determined that a Public Hearing is to be held, all required task will be added by supplemental agreement.

**DRAINAGE**

1) Hydraulic Drainage Study and Documentation will be updated to include the revised typical section from Mile 9 North to Mile 11 North.
   a) Gather information regarding existing drainage features, facilities and watersheds.
   b) Evaluate existing drainage conditions.
   c) Develop drainage area map and discharge rates.
   d) Hydraulic computations
      i) Cross Drain Culverts
      ii) Channels
      iii) Storm drainage/inlets
      iv) Drainage analysis of waterways
      v) Surface Channels/Ditches
2) Layout, Structural Design and Detailing of Drainage Features
   a) Culverts replacements and or extensions
   b) Storm drains
      i) New storm drainage
      ii) Modify existing storm drains
      iii) Inlets
      iv) Manholes
      v) Trunk lines
3) Outfall – Determine the location of one additional outfall to North Weslaco Lateral between Mile 10 North and Mile 11 North.
   a) Determination of typical section required
   b) Coordination with HCDD #1 for location of proposed outfall
   c) Develop HEC-RAS for determination of typical section required
   d) Determine amount of right of way required for new outfall
   e) Develop of preliminary details and probable estimate of construction cost.
4) Revised H&H report previously developed for new typical sections and modifications to HCDD #1 systems.

**PAVEMENT DESIGN**

**FIELD STUDY**

1) On the basis of geologic evidence and our past experience with subsurface conditions in the vicinity of this site, we propose to conduct the following drilling scheme along the subject road alignment:

| Westgate Drive (Mile 6 West Road) Pavement Segment | Boring Spacings | Number of Borings | Depth, ft. * |
|---|---|---|---|
| Urban Pavement Reconstruction – Between Sugar Cane Road (Mile 9 North Road) and Mile 11 North Road (About 2 Miles) | 0.5 Miles | 5 | 7 |
| Rural Pavement Reconstruction – Between Mile 11 North Road and SH 107 (about 4.0 miles) | 0.5 Miles | 8 | |
| Rural Pavement Reconstruction – Between Mile 11 North Road and SH 107 (about 1.5 miles) ** | 1,000 feet | 8 | |

* Below the existing pavement surface elevation, or auger refusal, whichever occurs first.

** Based on a cursory review of the Soil Survey of Hidalgo County, Texas, published by the United States Department of Agriculture - Soil Conservation Service, an approximately 1.5-mile long stretch of Westgate Drive, starting approximately 1,250 ft north of its intersection with West Mile 14 North Road (Roosevelt Road) and ending approximately 1,300 ft south of its intersection with Mile 16 North Road, appears to exhibit highly

variable soil conditions. Thus, it is recommended to drill one boring every 1,000 linear feet within this segment of the subject road alignment.

2) Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, RKCI recommends that the final boring locations be surveyed in the field by the CLIENT.

3) Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

4) Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. The upper six inches of each boring will be patched with cold-mix asphalt and flushed with the adjacent pavement surface elevation.

## LABORATORY STUDY

1) Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. The testing program is anticipated to include water content determinations, Atterberg limits (plasticity) tests, lime series determinations, sulfate content determinations, and grain size analyses. The laboratory testing will be performed in general accordance with applicable American Society for Testing and Materials (ASTM) standards.

2) In addition to the above-described testing program, representative surficial specimens will be obtained from the pavement borings and will be subjected to California Bearing Ratio (CBR) tests. The CBR testing will provide information regarding inundated strength and swell characteristics of the surficial subgrade soils for direct use in pavement design analyses, which will be conducted in accordance with the 1993 American Association of State Highway and Transportation Officials (AASHTO) pavement design method. We anticipate that eight CBR tests will be required for this project. The collection of falling weight deflectometer data is not included in the scope of this proposal.

## ENGINEERING ANALYSIS AND REPORT

1) The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be pavement section recommendations for the reconstruction of the pavement systems within the proposed road alignment. We anticipate that at least three pavement section alternatives for both flexible (asphalt) and rigid pavements will be included in our report. The Geotechnical Engineering Report may also include the following information and recommendations:
   a) A summary of the field and laboratory sampling and testing program;
   b) Boring logs and laboratory testing results;
   c) A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.

2) Included in the report will be general guidelines for the reconstruction of pavements for the proposed road alignment. These guidelines will be based on the results of the classification testing and the CBR tests and will be based utilizing the 1993 AASHTO pavement design method.

3) Since site grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations. Also, specific information concerning anticipated traffic loadings and frequencies to be provided by the CLIENT for the pavement areas will be critical in the computation of the pavement sections.

**General Management/Coordination**

| Descripton | Sr. Project Manager | Senior Engineer | Project Engineer | EIT | Sr. Eng. Tech | Eng. Tech | Admin | Total Hours | | Fee |
|---|---|---|---|---|---|---|---|---|---|---|
| Project Meetings (2 per month for 18 months) | 72 | | 72 | | | | 36 | 180 | $ | 30,869.64 |
| Preliminary Estimate | 0 | 4 | 16 | | | 16 | | 36 | $ | 4,715.76 |
| Project Administration/Coordination | 18 | | | | | | 24 | 42 | $ | 6,040.62 |
| Subconsultant Management and Coordination | 96 | | | | | | | 96 | $ | 24,248.64 |
| Total | 186 | 4 | 88 | 0 | 0 | 16 | 60 | 258 | $ | 65,874.66 |

**ROW Update**

| Descripton | Sr. Project Manager | Senior Engineer | Project Engineer | EIT | Sr. Eng. Tech | Eng. Tech | Admin | Total Hours | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Review and update existing adjoining property information | 4 | 8 | | 24 | | 60 | | 96 | $ | 11,468.40 |
| Review and update existing Microstation Right of Way file | | 2 | | 16 | | 40 | | 58 | $ | 6,429.16 |
| Review and update of Parcel Information | 2 | 4 | | 8 | 12 | | | 26 | $ | 3,520.50 |
| Total | 6 | 14 | 0 | 48 | 12 | 100 | 0 | 180 | $ | 21,418.06 |

**Topographic Survey**

| Descripton | Sr. Project Manager | Senior Engineer | Project Engineer | EIT | Sr. Eng. Tech | Eng. Tech | Admin | Total Hours | | |
|---|---|---|---|---|---|---|---|---|---|---|
| QA/QC Survey | | 4 | | | 12 | | | 16 | $ | 2,143.40 |
| Total | 0 | 4 | 0 | 0 | 12 | 0 | 0 | 16 | $ | 2,143.40 |

**Utility Coordination**

| Descripton | Sr. Project Manager | Senior Engineer | Project Engineer | EIT | Sr. Eng. Tech | Eng. Tech | Admin | Total Hours | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Utility coordination/meeting | 8 | | 8 | 24 | | 40 | | 80 | $ | 10,156.32 |
| Prepare and send utility submittals | 1 | | | 16 | | 16 | 8 | 41 | $ | 4,238.27 |
| Determine/resolve utility conflicts | 2 | | 8 | 24 | | 24 | | 58 | $ | 6,896.94 |
| Maintain communication documentation | 4 | | | 24 | | | 24 | 52 | $ | 5,120.12 |
| Total | 15 | 0 | 16 | 88 | 0 | 80 | 32 | 231 | $ | 26,411.65 |

**Schematic, EA and Public Involvement**

| Descripton | Sr. Project Manager | Senior Engineer | Project Engineer | EIT | Sr. Eng. Tech | Eng. Tech | Admin | Total Hours | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Revised Schematic Document Mile 9 North to Mile 11 North | 4 | 16 | 30 | 60 | 80 | 100 | 0 | 290 | $ | 35,351.82 |
| Submit schematic document to TxDOT for review, Mile 9 North to SH-107 | | | 8 | | | 16 | | 24 | $ | 2,904.08 |
| Revised schematic based on comments received from TxDOT | | 6 | 8 | 16 | 16 | 30 | | 76 | $ | 9,140.22 |
| Revised PER | 2 | 6 | 16 | | 16 | 24 | | 64 | $ | 8,407.86 |
| Review Meetings during schematic development | 4 | 10 | 16 | | | | | 30 | $ | 4,959.44 |
| Development of DSR | | 1 | 4 | | | | | 5 | $ | 742.98 |
| Organize, Manage and Conduct Public Meeting ( Meeting) | 4 | 4 | | 8 | | 8 | 2 | 26 | $ | 3,530.14 |
| Organize and Manage process for affording opportunity for Public Hearing | 8 | 8 | | | | 8 | | 24 | $ | 4,195.52 |
| Document 1 Public Meeting | 4 | | | 8 | | 8 | 8 | 28 | $ | 3,252.20 |
| Total | 26 | 51 | 82 | 92 | 112 | 194 | 10 | 567 | $ | 72,484.26 |

| Drainage Details | Sr. Project Manager | Senior Engineer | Project Engineer | EIT | Sr. Eng. Tech | Eng. Tech | Admin | Total Hours | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Revise Drainage Area Maps | 1 | 4 | 8 | 16 | | 16 | | 45 | $ | 5,551.95 |
| Revise Hydrology Calculations | 1 | 4 | 6 | 12 | | | | 23 | $ | 3,082.09 |
| Revise Hydraulic Calculations | 1 | 4 | 16 | 24 | | | 4 | 49 | $ | 6,089.27 |
| Revise Culvert Layouts | 1 | 4 | 8 | 8 | 24 | 32 | | 77 | $ | 9,407.79 |
| Develop preliminary storm sewer system | 1 | 4 | 8 | 24 | | | | 37 | $ | 4,680.03 |
| Develop HEC-RAS for propose new outfall | 4 | 8 | 24 | 40 | | | | 76 | $ | 10,153.56 |
| Coordinate with HCDD #1 for approval of new outfall connection to North Weslaco Lateral | 4 | 16 | 16 | | | | | 36 | $ | 5,936.60 |
| Determine location of and amount of right of way for new outfall | 1 | 4 | 8 | 16 | 16 | | | 45 | $ | 5,797.39 |
| Develop preliminary typical section and plan view layout. | | 4 | 8 | 8 | 24 | 24 | | 68 | $ | 8,283.28 |
| Revised H & H Report | 4 | 16 | 16 | 16 | 24 | 32 | 24 | 132 | $ | 15,646.04 |
| Total | 18 | 68 | 118 | 164 | 88 | 104 | 28 | 588 | $ | 74,628.00 |
| Total Hours | 251 | 141 | 304 | 392 | 224 | 494 | 130 | 1840 | $ | 262,960.03 |
| | $ 252.59 | $ 162.86 | $ 145.03 | $ 108.99 | $ 124.33 | $ 108.99 | $ 62.25 | | | |
| | $ 63,400.09 | $ 22,963.26 | $ 44,089.12 | $ 42,724.08 | $ 27,849.92 | $ 53,841.06 | $ 8,092.50 | $ 262,960.03 | | |

**Project DirectCosts**

| | | |
|---|---|---|
| Copies, Bond Plots, Mylar Plots & Mileage | | $ 13,148.00 |
| **Sub-Total Basic Fee** | | **$ 276,108.03** |

**Additional Services**

| | | | |
|---|---|---|---|
| Update Topographic Survey $5.00/ft | 2.0 Mile X $15,000/Mile | = | $30,000.00 |
| Update Environmental and Public Involvement | | = | $72,996.00 |
| Pavement Design | | = | $28,177.95 |
| **Sub-Total Additional Services** | | = | **$131,173.95** |
| **Total Lump Sum Fee (Basic +Additional)** | | = | **$ 407,281.98** |

PROJECT NAME: WESTGATE DRIVE (MILE 6 W. RD.) PAVEMENT RECONSTRUCTION
DATE: May 20, 2013

CLIENT: TEDSI INFRASTRUCTURE GROUP
1201 E. EXPRESSWAY 83
MISSION, TEXAS 78572

ATTN: MR. CRAIG STONG, P.E.,

PROPOSAL NO.: PMA13-042-00 (REVISED)

| Structure | Number | Depth | Soil | Rock | Total |
|---|---|---|---|---|---|
| MILE 6 WEST RD | 21 | 7 | 7 | -- | *147* |
| | | | | | *0* |
| | | | | | *0* |
| | | | | | *0* |
| | | | | | *0* |
| | | | | | *0* |
| Totals | 21 | 7 | 7 | 0 | *147* |

| FIELD DRILLING OPERATIONS | QUANTITY | | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Auger Drilling (soil) | 147 | ft | $13.85 | $2,035.95 |
| Engineering Technician (logging) | 19 | hr | $60.00 | $1,140.00 |
| Field Coordination | 3 | hr | $135.00 | $405.00 |
| Flagman | 19 | hr | $50.00 | $950.00 |
| Mobilization of truck-mounted rig | 225 | mile | $4.23 | $951.75 |
| Standard Penetration Test | 63 | test | $35.54 | $2,239.02 |
| Mileage Non-Drilling Equipment | 225 | state rate | $0.565 | $127.13 |
| Concrete/AC Patch | 21 | ea | $58.49 | $1,228.29 |
| Traffic Control with Lane Closure (+Coord. Time) | 1 | ls | $1,802.50 | $1,802.50 |
| Traffic Control without Lane Closure (+Coord. Time) | 1 | ls | $515.00 | $515.00 |
| | | | **Field Drilling Operations Subtotal:** | $11,394.64 |

| LABORATORY TESTS | QUANTITY | | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Lime Series Curve (with 5 PI's) | 8 | ea. | $300.79 | $2,406.32 |
| California Bearing Ratio (3 test specimens) | 8 | ea. | $836.37 | $6,690.96 |
| Sulfate Content | 8 | ea. | $75.00 | $600.00 |
| Moisture Content Determination | 63 | ea. | $12.81 | $807.03 |
| Plasticity Index (Atterberg Limits) | 21 | ea. | $75.00 | $1,575.00 |
| Amount Minus 200 Sieve | 21 | ea. | $44.00 | $924.00 |
| | | | **Laboratory Testing Subtotal:** | $13,003.31 |

| ENGINEERING AND REPORT | QUANTITY | | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Project Manager (VIII) | 5 | hrs. | $185.00 | $925.00 |
| Project Engineer (III) | 5 | hrs. | $165.00 | $825.00 |
| Engineer in Training (EIT) | 15 | hrs. | $105.00 | $1,575.00 |
| Project Adminstrator | 7 | hrs. | $65.00 | $455.00 |
| | | | **Engineering and Report Writing Subtotal:** | $3,780.00 |
| | | | **TOTAL:** | $28,177.95 |

| Description of Tasks | Historian | Sr. Engineer/Sr. Env Planner | Env. Scientist (Planner) | Env Scientist (Biologist) | Principal Archeologist | GIS | Admin | Total Hours | Total Labor |
|---|---|---|---|---|---|---|---|---|---|
| | $110.00 | $175.00 | $110.00 | $160.00 | $110.00 | $80.00 | $60.00 | | |
| **PROJECT MANAGEMENT** | | | | | | | | | |
| Project set-up for additional work; coordinate with Environmental Team | 0 | 8 | 0 | 0 | 0 | 0 | 4 | 12 | $1,640.00 |
| QA/QC Archeology and Updated EA | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 24 | $4,200.00 |
| *Subtotal* | 0 | 32 | 0 | 0 | 0 | 0 | 4 | 36 | $5,840.00 |
| **EA UPDATE AND ARCHEOLOGICAL SURVEY** | | | | | | | | | |
| Field Visit to assess additional drainage easements | 0 | 16 | 16 | 0 | 0 | 0 | 0 | 32 | $4,560.00 |
| Update EA for additional drainage easements | 0 | 8 | 24 | 0 | 0 | 8 | 0 | 40 | $4,680.00 |
| Additional archeology report (scope of work, permit, field survey and report) for additional easements | | | | | | | | | |
| Permit Application (Background and Scope of Work) | 0 | 0 | 0 | 0 | 12 | 2 | 2 | 16 | $1,600.00 |
| Field Survey | 0 | 0 | 16 | 0 | 16 | 0 | 0 | 32 | $3,520.00 |
| Prepare Report and coordinate with TxDOT | 0 | 0 | 0 | 0 | 32 | 8 | 6 | 46 | $4,520.00 |
| *Subtotal* | 0 | 24 | 56 | 0 | 60 | 18 | 8 | 166 | $18,880.00 |
| **UPDATE NOR HISTORIC RESOURCES PERFORMANCE SURVEY** | | | | | | | | | |
| Revise Research Design | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $1,760.00 |
| Field Maps | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | $240.00 |
| Fieldwork (historian and associate) | 20 | 0 | 0 | 20 | 0 | 0 | 0 | 40 | $4,200.00 |
| Report Preparation including revisions | 24 | 3 | 0 | 0 | 0 | 8 | 4 | 39 | $4,045.00 |
| *Subtotal* | 60 | 3 | 0 | 20 | 0 | 11 | 4 | 98 | $10,245.00 |
| **PUBLIC MEETING** | | | | | | | | | |
| Develop invitation list; create database - local officials, adjacent property owners | 0 | 2 | 0 | 0 | 0 | 12 | 16 | 30 | $2,270.00 |
| Develop, produce and mail a bilingual notice for adjacent property owners & coordinate with written translator | 0 | 2 | 8 | 0 | 0 | 0 | 4 | 14 | $1,470.00 |
| Prepare bilingual public meeting notice for newspaper - coordinate with TxDOT & Written Translator | 0 | 2 | 0 | 0 | 0 | 0 | 2 | 4 | $470.00 |
| Coordinate logistics and find court reporter and interpreter | 0 | 1 | 2 | 0 | 0 | 0 | 6 | 9 | $755.00 |
| Prepare for Public Meeting (exhibits, name tags, handouts, agenda, signs, presentation, directional signs, etc.) | 0 | 4 | 2 | 0 | 0 | 6 | 16 | 28 | $2,360.00 |
| Prepare meeting exhibits and powerpoint presentation | 0 | 4 | 16 | 0 | 0 | 0 | 8 | 28 | $2,940.00 |
| Travel to and Attend Public Meeting | 0 | 16 | 16 | 0 | 0 | 0 | 0 | 32 | $4,560.00 |
| Prepare Summary and Analysis of Public Meeting and address District comments | 0 | 16 | 24 | 0 | 0 | 8 | 16 | 64 | $7,040.00 |
| *Subtotal* | 0 | 47 | 68 | 0 | 0 | 26 | 68 | 209 | $21,865.00 |
| **AFFORD AN OPPORTUNITY FOR A PUBLIC HEARING** | | | | | | | | | |
| Develop bilingual public hearing notice for newspaper - coordinate with TxDOT and written Translator | 0 | 2 | 6 | 0 | 0 | 0 | 4 | 12 | $1,250.00 |
| Update property owners, mail merge and send notices to adjacent property owners | 0 | 2 | 8 | 0 | 0 | 0 | 12 | 22 | $1,950.00 |
| Coordinate with newspaper for advertisement | 0 | 2 | 6 | 0 | 0 | 0 | 4 | 12 | $1,250.00 |
| *Subtotal* | 0 | 6 | 20 | 0 | 0 | 0 | 20 | 46 | $4,450.00 |
| *Subtotal Labor* | 60 | 112 | 144 | 20 | 60 | 55 | 104 | 555 | $61,280.00 |

| DIRECT EXPENSES | Quantity | $$ | Cost |
|---|---|---|---|
| English-Spanish Translation for notice to adjacent property owners ($200/page) | 2 | $200.00 | $400.00 |
| English-Spanish Translation for legal notice (meeting and hearing)($200/page) | 2 | $200.00 | $400.00 |
| English-Spanish Translation for handouts at meeting and hearing ($100/page) | 2 | $100.00 | $200.00 |
| English-Spanish Translator for public meeting and hearing ($150/hour for 3 hours) | 6 | $150.00 | $900.00 |
| Court Reporter (meeting and hearing) ($200/hr for 3 hours) | 6 | $200.00 | $1,200.00 |
| Facility Rental (meeting and hearing ) | 2 | $100.00 | $200.00 |
| Custodial fee (meeting and hearing) | 2 | $50.00 | $100.00 |
| Supplies | 2 | $50.00 | $100.00 |
| Legal ad (English Newspaper) (2 times afford public hearing ) | 2 | $800.00 | $1,600.00 |
| Legal ad (Spanish newspaper - 2 times afford public hearing) | 2 | $400.00 | $800.00 |
| Legal ad (English Newspaper) (2 times each for meeting and hearing ) | 2 | $800.00 | $1,600.00 |
| Legal ad (Spanish newspaper) - (2 times each for meeting and hearing) | 2 | $400.00 | $800.00 |
| Meals ($35/ea. Assume 2 days 2 persons )(meeting, hearing, arch survey, historic survey) | 16 | $35.00 | $560.00 |
| Hotel ($85/night) - 2 persons for 1 night each Arch and Historic Survey | 4 | $85.00 | $340.00 |
| Hotel ($85/night) - 2 persons for 1 night for Public Meeting | 2 | $85.00 | $170.00 |
| Hotel ($85/night) - 2 persons for 1 night for Public Hearing | 2 | $85.00 | $170.00 |
| Lodging Taxes (15% of lodging cost)(historic and arch survey) | 4 | | $51.00 |
| Lodging Taxes (15% of lodging cost)(meeting) | 1 | | $25.50 |
| Lodging Taxes (15% of lodging cost)(hearing) | 1 | | $25.50 |
| Mileage (meeting, hearing, arch survey and historic survey) | 2700 | $0.55 | $1,485.00 |
| Copies (8.5" x 11" B&W - $0.10) | 1500 | $0.10 | $150.00 |
| Copies (8.5" x 11" Color - $0.50) | 500 | $0.50 | $250.00 |
| Overnight mail delivery ($30 per charge) | 4 | $30.00 | $120.00 |
| Postage ($0.46) (meeting and hearing notices to adjacent property owners) | 150 | $0.46 | $69.00 |
| | | SUBTOTAL (DIRECT EXPENSES) | $11,716.00 |
| | | GRAND TOTAL (LABOR + DIRECT) | $72,996.00 |

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

**NOTICE TO PROCEED**

To: Craig F. Stong, Vice-President
TEDSI Infrastructure

From: Raul Lozano, Chief Administrator
Hidalgo County Precinct 1

Re: NOTICE TO PROCEED-Work Authorization No. 2-Mile 6W

Date: September 24, 2013

Please let this serve as a **FORMAL NOTICE** of the authorization to proceed with the scope of services as detailed under Work Authorization No. 2 in connection to Contract #C-08-227-02-09 with Hidalgo Precinct No. 1.

All work must be done in accordance with the work authorization. Any deviations must be approved in writing by the Engineer in conjunction with Precinct No. 1 Commissioner AC Cuellar. Work must commence pursuant upon issuance of this **NOTICE TO PROCEED**.

Should there be any questions regarding this notice, please do not hesitate to contact me at (956) 968-8733 extension 1022.

Thank You,

Raul Lozano

# Purchase Order
# COUNTY OF HIDALGO

PO# 698569

DATE: 09/23/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 227889 REQ: 00241986

PHONE: (956)424-7898

EMAIL:

TEDSI INFRASTRUCTURE GROUP, INC.
738 HIGHWAY 6 SOUTH, SUITE 430
HOUSTON TX 77079

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

SPECIAL INSTRUCTIONS: RM25

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER<br><br>Approved thru C.C. on 08/06/2013 under AI-39889<br><br>C-08-227-02-09 | | |
| 1 | EACH | CC WORK AUTHORIZATION #2 FOR MILE 6W<br><br>THE LUMP SUM AMOUNT FOR SERVICES UNDER THIS WORK AUTHORIZATION IS $407,281.98 BASED UPON THE COST OUTLINED IN THE ESTIMATED COST PROPOSAL ATTACHED HERETO AS ATTACHMENT D. AS PER AFA TXDOT PORTION IS 80% & COUNTY PORTION IS 20%. AS PER ILA, THE CITY OF WESLACO WILL CONTRIBUTE ONE HALF OF COSTS NOT REIMBURSED BY TXDOT. THEREFORE, COUNTY PORTION WILL BE $40,728.20 CALCULATED AS FOLLOWS:<br><br>TXDOT PARTICIPATION (80%) $325,825.58<br>COUNTY PARTICIPATION (20%) $81,456.40<br><br>WORK AUTHORIZATION NO. 2 LUMP SUM $407,281.98<br><br>FROM THE 20% COUNTY PARTICIPATION, CITY OF WESLACO AGREES TO REIMBURSE THE COUNTY HALF, THEREFORE, TOTAL COUNTY CONTRIBUTION WILL BE $40,728.20. | 40,728.20 | 40,728.20 |
| | | TOTAL: | | 40,728.20 |
| | | Approved thru C.C. on 08/06/2013 under AI-39889<br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233<br>C-08-227-02-09<br><br>**********<br>For Hidalgo County use only<br>3-1315-431-00-121-039-0-731 40,728.20 | | |

**Authorized by:** Martha L Salazar

APPROVED

**AI-41038** **Purchasing Department** **18. B. 2.**
**CC REGULAR**
**Meeting Date:** 10/07/2013
**Submitted For:** Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Pursuant to contract with TEDSI Infrastructure Group, Article 14 of Contract #C-08-227-02-09 the request for approval by engineer to permit the subcontracting of subconsulting services in connection to Work Authorization No. 2 previously approved on August 6, 2013 for the "Mile 6W Project" in Precinct One.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**
Work Authorization No. 2 previously approved and funded. Request is required by project engineer in engaging the services of the above referenced sub-contractors.

## Attachments

Letter of request as submitted by TEDSI
Contract Information
backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:08 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Vangie Garcia Started On: 10/02/2013 08:16 AM
Final Approval Date: 10/03/2013

**TEDSI INFRASTRUCTURE GROUP**

*Consulting Engineers*

1201 E. Expressway 83 ♦ Mission, Texas 78572

October 1, 2013

Mr. Raul Lozano
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78596

***RE: Mile 6W Contract C-08-227-02-09, Work Authorization No. 2***
***TEDSI Project No. 2009-1032-02***

Dear Mr. Lozano,

On September 24, 2013 a formal Notice to Proceed on Work Authorization No. 2 for Contract No. C-08-227-02-09 was issued by your office. Pursuant to Article 14 of Contract C-08-227-02-09, TEDSI Infrastructure is requesting permission to use the following subconsultants on this Work Authorization:

- Raba Kistner Environmental Inc.
- Aranda & Associates Inc.
- DOS Land Surveying, Inc.

According to Mr. Crain, this must be placed on Hidalgo County Commissioners Court Agenda for approval. I request that this be added to next weeks consent agenda.

Respectfully Submitted:
TEDSI INFRASTRUCTURE GROUP, INC.

Craig F. Stong, P.E.
Sr. Project Manager

# A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417


October 2, 2013

Martha L. Salazar
Hidalgo County Purchasing Agent
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Mile 6W Contract C-08-227-02-09, Work Authorization No. 2 – TEDSI request to subcontract

Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 has reviewed and approves TEDSI's request to use subconsultants for the Mile 6W project under Work Authorization No. 2. Please proceed with submitting to County Commissioners' Court for approval.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

AC Cuellar, Jr.
Commissioner Pct. 1


www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

**B.** **Pct. 1**

**1.** **AI-50063** Acceptance and approval of request by Precinct No.1 for Supplemental No. 3 through Work Authorization No. 1 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#617534 for modification to original scope of work as more specifically described in Attachment "B" with no budgetary impact of original amount reflected on the work authorization.

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

**C.** **Pct. 3**

**1.** **AI-50201** A. Requesting approval of an Interlocal Cooperation Agreement [ILA] between the County of Hidalgo, City of Mission, and City of McAllen, in connection with certain Phase II improvements to Taylor Rd. From US 83 Expressway North to Mile 2 N;

B. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement [ILA] project regarding certain Phase II Improvements to Taylor Rd. From US 83 Expressway North to Mile 2 N.

*NO ACTION taken on this Items 22.C.1.A and 22.C.1.B.*

**D.** **Pct. 4**

**1.** **AI-50054** Presentation of responsible vendor submitting the lowest and best bid [detailed in tabulation sheet contained herein] meeting all specifications and/or requirements for the purpose of award and approval of contract for RFB titled: "Hauling Services for Hot Mix" - Precinct 4. Packets requested and sent - 4 / 2 bid responses

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:** 4 - 0 - Unanimously

**2.** **AI-50182** Acceptance and approval of Change Order No. 7 for additional 14 days due to adverse weather for Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, 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.

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:** 4 - 0 - Unanimously

**E.** **Constables**

**1.** **AI-50228** Constable Pct. #1 Requesting authorization and approval to purchase One (1) New or Newer 2015 Chevrolet 1500 4x4 Crewcab's through the County's membership/participation with Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford (Contract #430-13) in the amount of $29,430.00 which includes delivery and a one time Buyboard fee of $400.00. (Project #2015-226-OGG)

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

**2.** **AI-50049** **Constable Pct. 2**
1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Local Government Code and Sec. 262.024 (9)c:
One (1) 2009 Chevy Tahoe Vin # 1GNEC03019R248864 in the amount of $9,500.00 thru requisition 278464.

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

APPROVED

**AI-50063** **Purchasing Department 42. D. 0.**
**CC - REGULAR**
**Meeting Date:** 06/23/2015
**Submitted For:** Comm. Cuellar, COMM. PCT. #1
**Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Department:** COMM. PCT. #1

## Information

**CAPTION**

Acceptance and approval of request by Precinct No.1 for Supplemental No. 3 through Work Authorization No. 1 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#617534 for modification to original scope of work as more specifically described in Attachment "B" with no budgetary impact of original amount reflected on the work authorization.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 1315-431-00-121-039-0-721
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

No fiscal impact on this agenda as modifications to scope of services did not change the original amount of cost of Work Authorization No. 1.

## Attachments

Supplemental Documentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | | |
| Budget & Management | | |
| Auditor's Office | | |

Form Started By: Vangie Garcia Started On: 06/09/2015 03:33 PM

# EXHIBIT "F"
# Supplemental Agreement Form

## CONTRACT NO. C-08-227-02-09
## WORK AUTHORIZATION NO. 1
## SUPPLEMENTAL AGREEMENT NO. 3

THIS **SUPPLEMENTAL AGREEMENT NO. 3 to WORK AUTHORIZATION NO. 1** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1.Scope of Work.** The purpose Supplemental Agreement to the Work Authorization is to provide services as indicated below:

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

**PART 2. Fee Proposal.** The Lump Sum Fee Proposal cost for services under this Supplemental Agreement to the Work Authorization is **$0.00**. This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

**PART 3. Payment.** Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to the Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

**PART 4. Funding.** This Supplemental Agreement No. 3 to Work Authorization No. 1 shall be funded through funding source:

Account No. 5-1315-431-00-121-039-0-721
Requisition No. N/A

**PART 5. Period of Service.** This Supplemental Agreement No. 3 to the Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement. This Work Authorization will be affective until all scoped work has been completed.

**PART 6. Responsibilities and Obligations.** This Supplemental Agreement to the Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. Acknowledgement and Confirmation.** Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner A. C. Cuellar, as to the content and detail of this Supplemental Agreement No. 3 to the Work Authorization No. 1.

**Hidalgo County Precinct No. 1**

**By:** _____
**A. C. Cuellar, Commissioner Precinct No. 1**

**PART 8 Acceptance and Approval.** This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____ as indicated below and effective as of __ day of _____, 2015.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Supplement Agreement No. 3 to Work Authorization No. 1.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP**

**BY:** _____
**Craig F. Stong, (Principal)**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**Ramon Garcia (County Judge)**

**ATTEST:**

**By:** _____
**Arturo Guajardo Jr., Hidalgo County Clerk**

APPROVED BY
COMMISSIONERS' COURT
ON: 6/23/15

LIST OF ATTACHMENTS:
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "D" – Fee Proposal

Approved As To Form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 3
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

**Scope of Services to be Provided by the Engineer**

**THE FOLLOWING ITEMS OF WORK ARE DELETED FROM ATTACHMENT B OF WORK AUTHORIZATION NO. 1**

**PLAN, SPECIFICATIONS AND ESTIMATE SERVICES**

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

**TRAFFIC CONTROL PLANS (TCP)**

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours,

access to business, homes, side streets, and driveways, and reroute of traffic to other roads.

7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

**ROADWAY DETAILS**

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings.
8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

**DRAINAGE DETAILS**

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

**TRAFFIC ITEMS**

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the

TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

**STORM WATER POLLUTION PREVENTION PLANS (SW3P)**

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

**CROSS SECTIONS**

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

**DELIVERABLES**

**PS&E**

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided, respective of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy and two CD's containing PDF's of the final plans.

1st Submittal -

1) Design Summary Report
2) Title Sheet
3) Typical Sections (existing and proposed)
4) Traffic Control Plan
5) Utility Layout (conflicts identified)
6) Plan & Profile
   a) Vertical Alignment (existing and proposed)
   b) Horizontal Alignment (existing and proposed)
7) Miscellaneous Details
8) Corresponding Quantity Summary Sheets
9) Corresponding Standard Detail Sheets for all Items of Work in this submittal
10) Preliminary Estimate
11) Design Exceptions/Waivers required
12) Newly created Special Provisions/Specifications to be used (Form 1814)
13) R.O.W. (issues identified)
14) 2 Rolls of Cross Sections

2nd Submittal -

1) Index Sheet

2) Hydrologic Computation Sheets
3) Hydraulic Data Sheets
4) Drainage Area Maps
5) Drainage Plan & Profile
6) Drainage Structure Details
7) Storm Sewer Details
8) Storm Water Pollution Prevention Plan
9) Miscellaneous Details
10) Corresponding Quantity Summary Sheets
11) Corresponding Standard Detail Sheets for all Items of Work in this submittal
12) Updated Estimate
13) Utility Adjustment/Relocation Details
14) R.O.W. Acquisition Detail
15) 2 Rolls of Cross Sections

3rd Submittal -
1) Final Index of Sheets
2) Pavement Marking Layout/Details
3) Miscellaneous Details
4) Corresponding Quantity Summary Sheets
5) Corresponding Standard Detail Sheets for all Items of Work in this submittal
6) Final Estimate
7) General Notes
8) Certifications
9) Form 1002
10) Cross Sections

4th Submittal - PS&E Package 100% complete.

**THE FOLLOWING ITEMS OF WORK HAVE BEEN INCREASED FROM 110 PARCELS TO 237 PARCELS**

1) Right of Way Strip Map
   a) Obtain title reports for parcel identified on the approved schematic.
   b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:
      i) General
         (1) Graphics files will be in Microstation and Word software.
         (2) Photos of proposed ROW staking included.
         (3) Field notes and Parcel Plats are numbered continuous.
         (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans
      ii) Title Sheet Requirements
         (1) Title and description of project including county, limits, etc.
         (2) Vicinity map with begin and end sta.
         (3) Equations and Exceptions
         (4) Index
         (5) Legend
         (6) Title block completely filled out with Construction and R.O.W. CSJs'
         (7) List all Major Utilities from Station to Station
      iii) Individual Map Sheet Requirements
         (1) Sheet size 34" X 22"
         (2) Text legible when reduced to half-scale.
         (3) Title block completely filled out with R.O.W. CSJ
         (4) Matchlines
         (5) Project layout sheet
      iv) Existing information:

(1) R.O.W. lines
(2) Whole property or whole property inset
(3) Roadways
(4) Survey, county, and city limit lines shown and labeled
(5) Improvements shown and labeled (see below)
(6) Monumentation i.e. P.C., P.T., Break Points
(7) North arrow
(8) Scale
(9) Property lines
(10) Property descriptions i.e., lot, block, tract, subdivision, etc.
(11) Identify existing and proposed access denial locations (if applicable)

v) Proposed information:
(1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
(2) Survey and R.O.W. lines
(3) Basis of bearings
(4) Parcel bearings and distances correspond with traverse sheet
(5) Outside ties (P.O.C.) corresponds with field notes
(6) Point of beginning (P.O.B.) established on proposed R.O.W. line
(7) Parcel tied to baseline
(8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
(9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
(10) Math checked on remainder

vi) Improvements:

vii) Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

ix) Utilities:
(1) All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
(2) Location of underground storage tanks and/or filler caps are shown and labeled

2) Parcel Plats/Metes and Bounds
a) Heading
b) County
c) Highway
d) Parcel number
e) R.O.W. CSJ
f) Construction CSJ
g) General Description or "preamble"
h) Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
i) Parent tract data is shown:
i) Size of parent tract
ii) Survey data or lot, block, and subdivision
iii) Name of last recorded seller and buyer
iv) Date, volume and page or document number of last recorded conveyance
v) Records and county of last recorded conveyance
j) Beginning Description
i) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
ii) Point of beginning is on proposed R.O.W. line
k) Particular Description
i) Traverse calls are clockwise sequence
ii) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet

iii) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
iv) Calls are numbered
v) Denial of access shall be described from beginning to end (if applicable)

l) Closing Description
i) Last call leads back to P.O.B.
ii) Restates area of parcel
iii) Establishes taking in existing road R.O.W. if applicable
iv) Legal description is referenced to Plat
v) Sealed and signed
vi) Include an access clause whether access is permitted or denied (if applicable)
vii) Shows P.O.B. and P.O.C.
viii) All data corresponds exactly with Map and Field Notes
ix) Sheet size is no larger than 81/2" x 11"
x) Plat closely matches example provided
xi) Plat referenced to legal description
xii) Sealed and signed
xiii) Include an access clause whether access is permitted or denied (if applicable)

m) Traverse Sheet
i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
ii) Computations show area that is existing road R.O.W. if applicable
iii) Traverse calls are in clockwise sequence
iv) Error of closure meets the following:
(1) Secondary rural .0003
(2) Primary rural - secondary urban .0002
(3) Urban or industrial .00013

3) Utility Coordination
a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
i) Activities completed since last meeting
ii) Problems encountered.
iii) Late activities.
iv) Activities required by the next progress meeting.
v) Solutions for unresolved and/or anticipated problems.
vi) Information or items required from other agencies/consultants.

b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.

c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
i) Project letting date and request they relocate prior to letting.
ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
iii) Forward their relocation plan to the Engineer.
iv) Request in writing when relocation of utilities will be complete.
v) Upon immediate completion of relocation, request they forward as-built plans to the County.

d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.

e) The Engineer shall update all files and plans based on the utility company responses.

f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.

g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.

**SUPPLEMENTAL AGREEMENT NO. 3**
**ATTACHMENT "D"**
**MILE 6W**

WORK DELETED BY WA1-SA3

| DESCRIPTION | FEE |
|---|---|
| PS&E | $ 865,355.49 |
| UNUSED FEE FROM WA1 RIGHT OF WAY | $ 272,250.00 |
| FEE REMAINING IN WA1 | $ 1,137,605.49 |

WORK ADDED/MODIFIED BY WA1-SA3

| | |
|---|---|
| RIGHT OF WAY STRIP MAP - 237 PARCELS | $ 404,000.00 |
| 237 PARCELS-METES AND BOUNDS | $ 451,000.00 |
| PROJECT MANAGEMENT | $ 60,000.00 |
| UTILITY COORDINATION | $ 222,605.49 |
| TOTAL ADDED/MODIFIED FEE | $ 1,137,605.49 |

**ADDITIONAL FEE ADDED BY WA1-SA3 $0.00**

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

# NOTICE TO PROCEED

To: Craig F. Stong, Vice-President
TEDSI Infrastructure

From: Raul Lozano, Chief Administrator
Hidalgo County Precinct 1

Re: NOTICE TO PROCEED-Supplemental Agreement No. 3-Mile 6W

Date: July 7, 2015

Please let this serve as a **FORMAL NOTICE** of the authorization to proceed with the scope of services as detailed under Supplemental Agreement No. 3 to Work Authorization No. 1 in connection to Contract #C-08-227-02-09 with Hidalgo Precinct No. 1.

All work must be done in accordance with the work authorization. Any deviations must be approved in writing by the Engineer in conjunction with Precinct No. 1 Commissioner AC Cuellar. Work must commence pursuant upon issuance of this **NOTICE TO PROCEED**.

Should there be any questions regarding this notice, please do not hesitate to contact me at (956) 968-8733 extension 1022.

Thank You,

Raul Lozano

Cc: Commissioner AC Cuellar, Jr., Hidalgo County Precinct 1
Lupita Garza, AP Specialist I
Vangie Garcia, Contract Manager

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## Notice to Proceed - Supplemental Agreement No. 3

**From :** Katia Garcia <katia.garcia@co.hidalgo.tx.us> Tue, Jul 07, 2015 02:45 PM

**Subject :** Notice to Proceed - Supplemental Agreement No. 3 1 attachment

**To :** cstong <cstong@tedsi.com>

**Cc :** Raul Lozano <raul.lozano@co.hidalgo.tx.us>, Lupita Garza <lupita.garza@auditor.co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>, Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>

Mr. Stong,

Please see attached Notice to Proceed.

Should you have any questions, please let me know.

Thank you!

--

Katia Garcia
Executive Assistant

1902 Joe Stephens Ave Ste. 101
Weslaco, Tx 78599
956-968-8733 ext. 1022
www.co.hidalgo.tx.us/pct1

**NTP TEDSI Supplemental No. 3 - Mile 6W.pdf**
284 KB

3. AI-53704 Acceptance and approval of Amendment to Contract *#C-15-053-03-17*, [**E-16-094-02-16 effective March 17, 2016**] with Anrige, Inc.,dba, A Clean Portoco, to include Exhibit B-1 which reflects that Company is offering a discount on weekly awarded rate of $75 to $18.75 for four (4) consecutive weeks of rental per unit.

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:** 3 - 0 – Unanimously

B. **Pct. 1**

1. AI-53830 Hidalgo County Precinct No. 1 is requesting **acceptance** and **approval** of **Supplemental No. 4** and **Work Authorization No. 3** defined and as submitted by **TEDSI Infrastrucutre Group, Inc.** amid the on-going **Contract #C-08-227-02-09** as follows:

A. **Supplemental No. 4** to add services as additional scope of work to **Mile 6W** as indicated in **Exhibit "B1"** of the supplemental document and serviced pursuant to the following request of **Work Authorization No. 3**;
B. **Work Authorization No. 3** in the estimated cost of $1,515,115.00 for the provision of the additional services (amid Supplemental No. 4) thru this work authorization request for **Mile 6W from Mile 9 North to Mile 11 North** subject to action of the aforemention by Commissioners Court.

2. AI-53699 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.1 Colonia Noreste Paving and Drainage Improvements project:

| Engineering | TEDSI Infrastructure Group | Quintanilla, Headley and Associates, Inc | Javier Hinojosa Engineering |
|---|---|---|---|
| Score | 100 | 95 | 92 |
| Ranking | | | |

C. Authority for the Purchasing Department to negotiate a professional contract commencing with the No. 1 ranked firm _____for professional engineering services for Pct No. 1 Colonia Noreste Paving and Drainage Improvements project.

3. AI-53833 A. Approval of Certificate of Substantial Completion as submitted by 2GS, LLC reflecting the date of 2/26/16;

B. Approve Request for Payment-Application No. 8 in the amount of $257,215.21 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 #1 as reviewed by project engineer, Raul Sesin, P.E.

C. **Pct. 2**

**APPROVED**

Vangie

Purchasing Department
21. B. 1.

AI-53830

CC - REGULAR

Meeting Date: 03/22/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Hidalgo County Precinct No. 1 is requesting **acceptance** and **approval** of **Supplemental No. 4** and **Work Authorization No. 3** defined and as submitted by **TEDSI Infrastrucutre Group, Inc.** amid the on-going **Contract #C-08-227-02-09** as follows:

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BACKGROUND

DBM has placed AI#53810-Regular Agenda for the approval of the 2016 interfund transfer from the 2015 budget carryover to fund work authorization.

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Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Please refer to AI#53810 as placed also for this court date of 03/22/16 (Regular agenda) of the 2015 budget carryover to 2016 interfund transferring.

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Attachments

Supplemental No. 4

Work Authorization No. 3
FORM

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/18/2016 01:36 PM |
| Budget & Management | Veronica Ortiz | 03/18/2016 01:37 PM |
| Final Approval | Monica Badillo | 03/18/2016 04:47 PM |

Form Started By: Vangie Garcia Started On: 03/17/2016 12:21 PM

Final Approval Date: 03/18/2016

FILED
AT 8:00 O'CLOCK A M
APR 28 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

# EXHIBIT "F"

## CONTRACT NO. C-08-227-02-09
## SUPPLEMENTAL AGREEMENT NO. 4

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work**
The purpose of this Supplemental Agreement to Contract No. C-08-227-02-09 is to add services as additional scope of services as indicated in **EXHIBIT "B4", SUPPLEMENTAL AGREEMENT NO. 4 –*Additional Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. Estimated Cost**
The estimated cost for services will be addressed under specific Work Authorization.

**PART 3. Payment**
Compensation and payment to the **Engineer** for the services established under approved Work Authorization and shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

**PART 4. Funding**
Funding will be identified with approved Work Authorization

**PART 5. Period of Service**
Period of Service will be determined under approved 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 #1, Commissioner A. C. Cuellar** as to content and detail of this Supplemental Agreement No. 4 to Contract C-08-227-02-09.

HIDALGO COUNTY PRECINCT NO. 1: A. C. Cuellar

BY: _____

**PART 8. Acceptance and Approval**
This Supplemental Agreement is hereby accepted, approved by Hidalgo County Commissioners' Court on 3/22/16 as indicated below and effective as of 22nd day of March, 2016.

**THE ENGINEER:**
**TEDSI Infrastructure Group, Inc.**

_____
**By: Jesse Salinas**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

APPROVED BY
COMMISSIONERS' COURT
ON: 3/22/16

**LIST OF ATTACHMENTS**

EXHIBIT "B4" - Additional Services to be Provided by the Engineer

MILE 6 WEST ROAD
CONTRACT NO. C-08-227-02-09
SUPPLEMENTAL AGREEMENT NO. 4
EXHIBIT "B4"

## Additional Scope of Services to be Provided by the Engineer

The following scope of work is to be added to Mile 6W, Contract No. C-08-227-02-09 with this supplemental agreement.

**RIGHT OF WAY ACQUISTION**

1) Project Administration
   a) Project Presence
      i) Personnel available to answer questions
      ii) Availability of Project Files
      iii) At least one office staff member is required to be a current commissioned notary public.
   b) Communication
      i) Attend weekly status meeting.
      ii) Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting or with an increased frequency as required by Project Manager.
      iii) Prepare initial property owner contact list
   c) File Management
      i) Project and parcel files will be kept at TEDSI's Office.
      ii) Maintain records of all payments including check number, amount, and date paid, etc.
      iii) Provide copies of all incoming and outgoing correspondence.
      iv) Maintain copies of all correspondence and contacts with property owners.
2) Title Services and Closing Services
   a) Secure preliminary title commitments and updates (Paid by Owner) from the Title Company that will be providing title insurance (Paid by Owner).
   b) Secure title insurance for all parcels acquired, insuring acceptable title to the Owner. Written approval by the Owner required for any exception. Title Insurance Policy shall be paid for by Owner.
   c) The curative services necessary to provide clear title to the County is the responsibility of the Engineer and is to be included in the negotiated fee schedule for this service. Note: The Engineer's curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the County.
   d) The Engineer has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the Owner.
   e) The Engineer provides closing services in conjunction with the Title Company.
   f) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by the county court house receipts. Any related fees will be paid by the County and are not included in the Engineer's negotiated fee schedule
   g) Engineer shall cause the recordation all original instruments immediately after closing at the Hidalgo County Clerk's Office, except for donations which must be forwarded to the for acceptance by the County's Attorney prior to recording. The cost of the recording fees and filing fees are paid by the County and are not included in the Engineer's negotiated fee schedule.
   h) Engineer shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners
3) Appraisal
   a) Appraiser will be selected from TxDOT's list of state approved fee appraisers.
   b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Engineer, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.
   c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.
   d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
g) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by Engineer and/or the County.
h) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
i) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing is included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review
a) Review Appraiser will be selected from TxDOT's list of state approved fee appraisers.
b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.
c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.
d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing is included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates
a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the Engineer by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by Engineer and recommended for approval by the County of Hidalgo.
c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.
d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing is included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.
e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation Services
a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.
b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
c) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
d) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.
e) The written offer, appraisal report and required brochures must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
f) Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) and the unsigned CMRRR receipt for billing purposes.
g) Respond to property owner inquiries verbally and in writing within two business days.
h) Prepare a separate negotiator contact report for each parcel.
i) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
j) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and Engineer recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

k) Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.
l) Appear and provide Expert Witness testimony as an Acquisition Engineer when requested. The cost of the appearing as expert witness testimony for trial is not part of this contract, and shall be paid by the County.
m) The consultant shall, as part of this proposal, estimate 13 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

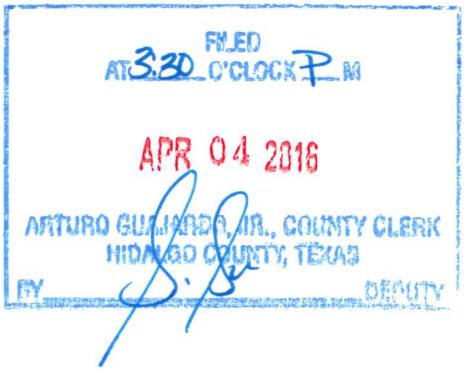
7) Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
   a) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
      i) Page one of the Relocation Advisory Assistance – Parcel Record
      ii) Displacee Move Plan
      iii) Certification of Eligibility
      iv) Relocation Assistance Brochure
   b) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the County.
   c) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
   d) Compute and submit request for relocation housing/rental supplement to the Owner on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
   e) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.
   f) Provide 30-day notice once property has been acquired by the County. Note: the Displacee must be given a minimum of 90 days notice.
   g) Notify the Owner immediately if Displacee does not move after the 30-day notice expires.
   h) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Owner and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the Project Manager.
   i) For non-residential moves, Negotiated Self-Moves
      i) If a moving plan exceeds $20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.
      ii) If the moving plan for a Negotiated Self-Move is less than $20,000 the Engineer must submit Negotiated Self-Move Request with an abbreviated moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date. This is required for pre-approval by the County.
   j) For all Negotiated Self-Moves, the Engineer is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Engineer and not the Displacee. Moving estimates must be prepared in writing and in the name of the County and not the Engineer.
   k) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and County procedures.
   l) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
   m) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
   n) Process and compute increased interest payments as required.
   o) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the Owner.
   p) Prepare all relocation payment claim submissions for all Displacees in accordance with State and County guidelines.
   q) Deliver warrants in accordance with County guidelines.
   r) Issue Relocation Survey to all Displacees.
   s) Provide an executed Certification of Eligibility form with all Displacee claims.

8) Condemnation Support - Pre-Hearing Support
   a) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   b) Prepare, if applicable, Bisection, Drainage Easement and/or Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the County.
   c) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

d) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: ROW-E-49form, Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
e) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
f) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
g) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
h) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
i) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
j) The County shall file all originals with the court and send copies marked "copy" to Engineer.
k) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
l) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the Engineer will prepare a revised offer letter and send it to the appropriate parties via CMRRR.
m) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.
n) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
o) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to Engineer's ROW Office.
p) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Engineer, the three special commissioners and court reporter concerning Hearing dates.

**SUBSURFACE UTILITY ENGINEERING**

1) Provide 80 Quality Service Level "A" Test Holes (TH) to a maximum depth of 8 feet.
2) Additional depth over the above will be paid for as identified in Attachment D, "Fee Proposal"
3) Investigate, evaluate, measure and record
   a) Actual depth to top of utility referenced to a marker installed directly above the centerline of the exposed utility structure
   b) Outside diameter of utility and configuration of non-encased, multi-conduit systems.
4) Furnish and install markers directly above the centerline of utility structure and in each excavated test hole.
5) Furnish and provide traffic control as required to complete work.
6) Obtain excavation permits as required by local jurisdiction. Provide copies and receipts of all excavation permits obtained. Should permits not be required, amounts indicated in Exhibit D will not be applicable.
7) Backfill around the exposed facility using the excavated materials. Excavations will be backfilled and compacted in lifts. Compaction will comply with permit requirement.
8) Provide permanent restoration of pavement within limits of original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as reasonably possible to the condition that existed prior to excavation.
9) Evaluate and compare field information with utility information described in utility records and resolve conflicts.
10) Develop plan sheets showing located utilities. Provide digital files of information obtained.
11) Provide x, y and z coordinates of each located utility to project coordinate system for natural ground and to top of utility. Project monuments to be provided by TEDSI.




**HIDALGO COUNTY**
**Professional Engineering Services**
**Contract # C-08-227-02-09**
**Work Authorization Form**

## WORK AUTHORIZATION NO. 3

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide services for Mile 6W from Mile 9 North to Mile 11 North

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 **$1,515,115.00**. This amount is based upon the costs outlined in the Estimated **Fee Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 5, 6 and 7 of the Agreement.

**PART 4. FUNDING**
This Work Authorization No. 3 shall be funded through funding source:
Account No. 6-1315-431-00-121-039-0-721
Requisition Number 296357

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, , and terminate on completion of services as indicated in Exhibit B, Scope of Services to be Provided by Engineering

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**. The following subconsultants are approved to work under the Agreement with this Work Authorization No. 3:

Halff & Associates, Inc.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct #1, Commissioner A. C. Cuellar** as to content and detail of this **Work Authorization No. 3**.

**HIDALGO COUNTY PRECINCT NO. 1**_____

**BY:** _____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on March 22, 2016 as indicated below and effective as of 22nd day of March, 2016.

**THE ENGINEER:**
**TEDSI Infrastructure Group, Inc.**

_____
**By: Jesse Salinas**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**THE OWNER:**
**HIDALGO COUNTY**

Ramon Garcia
**By: Ramon Garcia, County Judge**

APPROVED BY
COMMISSIONERS' COURT
ON: 3/22/16

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

**LIST OF ATTACHMENTS**

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "D" - Cost Proposal

WORK AUTHORIZATION NO. 3
**MILE 6 WEST ROAD**
**Mile 9 North to Mile 11 North**
ATTACHMENT "A"
**Services to be Provided by the Owner**

| | |
|---|---|
| CSJ: | 0921-02-168 |
| Highway: | Mile 6 West Road |
| County: | Hidalgo |
| Limits: | From Mile 9 North to Mile 11 North |
| Project Length: | 2.0 miles |
| Area Office: | Pharr Area Office |

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 36-foot paved two-lane roadway with center turn lane

Proposed Improvements will consist of constructing a paved urban roadway consisting of an 82 foot face to face of curb. The roadway section will consist of four 12-foot travel lanes, one 14-continuous left turn lane, two 10- foot shoulders and 6-foot sidewalks on both sides. A storm sewer system will be provided for drainage within the above limits. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the Engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Acquire additional Right of Way identified by the Engineer
6) Pay for all Title Commitment/Updates and Title Insurance Policy
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

WORK AUTHORIZATION NO. 3
MILE 6 WEST ROAD
MILE 9 NORTH to MILE 11 NORTH
ATTACHMENT "B"

**Scope of Services to be Provided by the Engineer**

| | |
|---|---|
| CSJ: | 0921-02-168 |
| Highway: | Mile 6 West Road |
| County: | Hidalgo |
| Limits: | From Mile 9 North to Mile 11 North |
| Project Length: | 2.0 miles |
| Area Office: | Pharr Area Office |

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**COORDINATION**

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design will be developed in GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
7) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

**FIELD SURVEYING**

1) Update Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.

**RIGHT OF WAY ACQUISTION**

1) Project Administration
   a) Project Presence
      i) Personnel available to answer questions
      ii) Availability of Project Files
      iii) At least one office staff member is required to be a current commissioned notary public.
   b) Communication
      i) Attend weekly status meeting.
      ii) Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting

or with an increased frequency as required by Project Manager.
iii) Prepare initial property owner contact list

c) File Management
i) Project and parcel files will be kept at TEDSI's Office.
ii) Maintain records of all payments including check number, amount, and date paid, etc.
iii) Provide copies of all incoming and outgoing correspondence.
iv) Maintain copies of all correspondence and contacts with property owners.

2) Title Services and Closing Services
a) Secure preliminary title commitments and updates (Paid by Owner) from the Title Company that will be providing title insurance (Paid by Owner).
b) Secure title insurance for all parcels acquired, insuring acceptable title to the Owner. Written approval by the Owner required for any exception. Title Insurance Policy shall be paid for by Owner.
c) The curative services necessary to provide clear title to the County is the responsibility of the Engineer and is to be included in the negotiated fee schedule for this service. Note: The Engineer's curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the County.
d) The Engineer has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the Owner.
e) The Engineer provides closing services in conjunction with the Title Company.
f) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by the county court house receipts. Any related fees will be paid by the County and are not included in the Engineer's negotiated fee schedule
g) Engineer shall cause the recordation all original instruments immediately after closing at the Hidalgo County Clerk's Office, except for donations which must be forwarded to the for acceptance by the County's Attorney prior to recording. The cost of the recording fees and filing fees are paid by the County and are not included in the Engineer's negotiated fee schedule.
h) Engineer shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners

3) Negotiation Services
a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.
b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
c) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
d) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.
e) The written offer, appraisal report and required brochures must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
f) Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) and the unsigned CMRRR receipt for billing purposes.
g) Respond to property owner inquiries verbally and in writing within two business days.
h) Prepare a separate negotiator contact report for each parcel.
i) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
j) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and Engineer recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.
k) Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.
l) Appear and provide Expert Witness testimony as an Acquisition Engineer when requested. The cost of the appearing as expert witness testimony for trial is not part of this contract, and shall be paid by the County.
m) The consultant shall, as part of this proposal, estimate 13 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

**PLAN, SPECIFICATIONS AND ESTIMATE SERVICES**

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.
2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.
3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

**TRAFFIC CONTROL PLANS (TCP)**

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. This information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be considered additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans for a two phase approach to traffic control.

**ROADWAY DETAILS**

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.

3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals pedestrian heads, signage, and pavement markings.
8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

**DRAINAGE DETAILS**

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

**TRAFFIC ITEMS**

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of traffic signals for Mile 6W and Mile 10N is included. Other locations not specifically indicated in Attachment D are not included. Additional locations will be added by supplemental agreement.

**STORM WATER POLLUTION PREVENTION PLANS (SW3P)**

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or

more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

**CROSS SECTIONS**

For the Final Submission, the Engineer shall furnish the final cross - section plots, 11" x 17" plans, showing both the original terrain and the design cross-sections, showing the roadway template. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Existing and proposed underground features within the cross sections will be shown.

WORK AUTHORIZATION NO. 3
MILE 6W
ATTACHMENT "D"
FEE PROPOSAL



| DESCRIPTION | FEE |
|---|---|
| | |
| PLANS, SPECIFICATION AND ESTIMATES (PS&E) | |
| Coordination | $ 155,400.00 |
| General PS&E | $ 126,090.00 |
| Traffic Control Plan | $ 97,300.00 |
| Roadway Details | $ 282,420.00 |
| Drainage Details | $ 189,890.00 |
| Traffic Items | $ 150,525.00 |
| Environmental & SW3P | $ 44,890.00 |
| Subconsultant Services | |
| Aranda & Associates, Inc. | $ 50,000.00 |
| Halff & Associates, Inc. | $ 376,000.00 |
| TEDSI Management Fee | $ 42,600.00 |
| | |
| | |
| TOTAL FEE PROPOSAL | **$ 1,515,115.00** |

# 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:**
2016-27810

**Date Filed:**
03/17/2016

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
TEDSI Infrastructure Group, Inc.
Mission, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County Precinct No. 1

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
SA #4 and WA #3 C-08227-02-09
SA#4 Additional Professional Services added to above contract. WA#3 is for Professional Services for Plans, Specs and Estimates

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Salinas, Jesus | Mission, TX United States | X | |
| Lupher, Mark | Houston, TX United States | X | |
| Morris, Jules | Houston, TX United States | | X |
| Stong, Craig | Mission, TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA M GARZA
My Commission Expires
February 27, 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 Jesus Salinas, this the 17 day of March, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Claudia M. Garza — Printed name of officer administering oath | Notary Public — 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:**
2016-27810

**Date Filed:**
03/17/2016

**Date Acknowledged:**
03/18/2016

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

TEDSI Infrastructure Group, Inc.
Mission, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 1

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

SA #4 and WA #3 C-08227-02-09
SA#4 Additional Professional Services added to above contract. WA#3 is for Professional Services for Plans, Specs and Estimates

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Salinas, Jesus | Mission, TX United States | X | |
| Lupher, Mark | Houston, TX United States | X | |
| Morris, Jules | Houston, TX United States | | X |
| Stong, Craig | Mission, TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
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

FILED
AT 4:00 O'CLOCK P M
JUN 14 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

**HIDALGO COUNTY**
**Professional Engineering Services**
**Contract # C-08-227-02-09**
**Work Authorization Form**

## WORK AUTHORIZATION NO. 4

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide services for Mile 6W from Mile 9 North to Mile 11 North

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 **$628,961.20**. This amount is based upon the costs outlined in the Estimated **Fee Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 5, 6 and 7 of the Agreement.

**PART 4. FUNDING**
This Work Authorization No. 4 shall be funded through funding source:
Account No. 6-1315-431-00-121-039-0-721
Requisition Number 300122

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, , and terminate on completion of services as indicated in Exhibit B, Scope of Services to be Provided by Engineering

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**. The following subconsultants are approved to work under the Agreement with this Work Authorization No. 4:

Cordia SUE, LLC
Halff & Associates, Inc.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct #1, Commissioner A. C. Cuellar** as to content and detail of this **Work Authorization No. 4**.

**HIDALGO COUNTY PRECINCT NO. 1**_____

**BY:** A C Cuellar Jr

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/06/16 as indicated below and effective as of 6th day of JUNE, 2016.

**THE ENGINEER:**
**TEDSI Infrastructure Group, Inc.**

_____
**By: Jesse Salinas**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

**THE OWNER:**
**HIDALGO COUNTY**

Ramon Garcia

**By: Ramon Garcia, County Judge**

APPROVED BY COMMISSIONERS' COURT ON: 6/14/16

**LIST OF ATTACHMENTS**

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "D" - Cost Proposal

WORK AUTHORIZATION NO. 4
**MILE 6 WEST ROAD**
**Mile 9 North to Mile 11 North**
EXHIBIT "A"
**Services to be Provided by the Owner**

| | |
|---|---|
| CSJ: | 0921-02-168 |
| Highway: | Mile 6 West Road |
| County: | Hidalgo |
| Limits: | From Mile 9 North to Mile 11 North |
| Project Length: | 2.0 miles |
| Area Office: | Pharr Area Office |

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 36-foot paved two-lane roadway with center turn lane

Proposed Improvements will consist of constructing a paved urban roadway consisting of an 82 foot face to face of curb. The roadway section will consist of four 12-foot travel lanes, one 14-continuous left turn lane, two 10- foot shoulders and 6-foot sidewalks on both sides. A storm sewer system will be provided for drainage within the above limits. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the Engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Acquire additional Right of Way identified by the Engineer
6) Pay for all Title Commitment/Updates and Title Insurance Policy
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Condemnation services

WORK AUTHORIZATION NO. 4
MILE 6 WEST ROAD
MILE 9 NORTH to MILE 11 NORTH
EXHIBIT "B"
**Scope of Services to be Provided by the Engineer**

| | |
|---|---|
| CSJ: | 0921-02-168 |
| Highway: | Mile 6 West Road |
| County: | Hidalgo |
| Limits: | From Mile 9 North to Mile 11 North |
| Project Length: | 2.0 miles |
| Area Office: | Pharr Area Office |

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 36-foot paved two-lane roadway with center turn lane

Proposed Improvements will consist of constructing a paved urban roadway consisting of an 82 foot face to face of curb. The roadway section will consist of four 12-foot travel lanes, one 14-continuous left turn lane, two 10- foot shoulders and 6-foot sidewalks on both sides. A storm sewer system will be provided for drainage within the above limits. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

**COORDINATION**

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design will be developed in GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
7) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

**RIGHT OF WAY ACQUISTION – LIMITED TO 67 PARCELS**

1) Appraisal
   a) Appraiser will be selected from TxDOT's list of state approved fee appraisers.
   b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Engineer, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.
   c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.
   d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
   e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
   f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
   g) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by Engineer and/or the County.

h) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
i) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing is included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

2) Appraisal Review
   a) Review Appraiser will be selected from TxDOT's list of state approved fee appraisers.
   b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.
   c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.
   d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing is included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.
3) Appraisal Updates
   a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the Engineer by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
   b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by Engineer and recommended for approval by the County of Hidalgo.
   c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.
   d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing is included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.
   e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
4) Relocation Assistance Services for Residential and Business
   a) Relocations will be limited to 5 residential and 1 business
   b) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
      i) Page one of the Relocation Advisory Assistance – Parcel Record
      ii) Displacee Move Plan
      iii) Certification of Eligibility
      iv) Relocation Assistance Brochure
   c) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the County.
   d) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
   e) Compute and submit request for relocation housing/rental supplement to the Owner on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
   f) Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.
   g) Provide 30-day notice once property has been acquired by the County. Note: the Displacee must be given a minimum of 90 days notice.
   h) Notify the Owner immediately if Displacee does not move after the 30-day notice expires.
   i) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Owner and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the Project Manager.
   j) For non-residential moves, Negotiated Self-Moves
      i) If a moving plan exceeds $20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.
      ii) If the moving plan for a Negotiated Self-Move is less than $20,000 the Engineer must submit Negotiated Self-Move Request with an abbreviated moving plan for the business owner or tenant. This includes photos, written inventory

list, type of move requested, and project move date. This is required for pre-approval by the County.

k) For all Negotiated Self-Moves, the Engineer is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Engineer and not the Displacee. Moving estimates must be prepared in writing and in the name of the County and not the Engineer.
l) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and County procedures.
m) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
n) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
o) Process and compute increased interest payments as required.
p) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the Owner.
q) Prepare all relocation payment claim submissions for all Displacees in accordance with State and County guidelines.
r) Deliver warrants in accordance with County guidelines.
s) Issue Relocation Survey to all Displacees.
t) Provide an executed Certification of Eligibility form with all Displacee claims.

**SUBSURFACE UTILITY ENGINEERING**

1) Provide 80 Quality Service Level "A" Test Holes (TH) to a maximum depth of 8 feet.
2) Additional depth over the above will be paid for as identified in Attachment D, "Fee Proposal"
3) Investigate, evaluate, measure and record
   a) Actual depth to top of utility referenced to a marker installed directly above the centerline of the exposed utility structure
   b) Outside diameter of utility and configuration of non-encased, multi-conduit systems.
4) Furnish and install markers directly above the centerline of utility structure and in each excavated test hole.
5) Furnish and provide traffic control as required to complete work.
6) Obtain excavation permits as required by local jurisdiction. Provide copies and receipts of all excavation permits obtained. Should permits not be required, amounts indicated in Exhibit D will not be applicable.
7) Backfill around the exposed facility using the excavated materials. Excavations will be backfilled and compacted in lifts. Compaction will comply with permit requirement.
8) Provide permanent restoration of pavement within limits of original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as reasonably possible to the condition that existed prior to excavation.
9) Evaluate and compare field information with utility information described in utility records and resolve conflicts.
10) Develop plan sheets showing located utilities. Provide digital files of information obtained.
11) Provide x, y and z coordinates of each located utility to project coordinate system for natural ground and to top of utility. Project monuments to be provided by TEDSI.
12) Provide Microstation 3d file with TH information obtained.

WORK AUTHORIZATION NO. 4
MILE 6W
EXHIBIT "D"
FEE PROPOSAL



| DESCRIPTION | FEE | |
|---|---|---|
| TEDSI | $ | 80,460.00 |
| Cordia SUE, LLC | $ | 116,000.00 |
| Halff & Associates, Inc. | $ | 360,957.50 |
| TEDSI Management Fee | $ | 71,543.70 |
| | | |
| TOTAL FEE PROPOSAL | $ | 628,961.20 |

# SPECIAL MEETING - June 14, 2016

**BE IT REMEMBERED, that on this 14th day of June 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 JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |

**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
# June 14, 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.

**Vote:** 3 - 0 - Unanimously

**1.** **AI-55049** **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-55000** 2016 - Pct. 1 Road Maint. (1200)

**B.** **AI-55005** 2016 - Pct. 1 Parks (1100)

**C.** **AI-55003** 2016 - Pct. 1 Sanitation (1100)

**D.** **AI-55017** 2016 - Environmental Compliance (1100)

**E.** **AI-55011** 2016 - Pct. 3 Sanitation (1100)

**F.** **AI-54999** 2016 - CC & DC E-Filing (1100)

**G.** **AI-54991** 2016 - Sheriff's Office (1100)

| | | |
|---|---|---|
| L0400.00.024.0002.00 | CMH HOMES INC #146 | $4,345.18 |
| L0400.00.024.0002.00 | CMH HOMES INC #146 | $3,359.53 |
| M3550.99.022.0001.06 | AUTOZONE TEXAS LP | $4,692.89 |
| P7413.01.000.0002.00 | PUENTE PARTNERS LP | $32,376.95 |
| P7725.00.000.0002.00 | VP CLARENCE COMPANY | $44,773.09 |

**7.** **Membership Dues:**

**A.** **AI-54943** Sheriff's Dept. (1100):
Requesting approval of requisition # 300008 for 2016 membership dues to the Sheriff's Association of Texas for Division Chief Joel Rivera in the amount of $25.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

**8.** **Budget & Management:**

**A.** **AI-54830** 1. Approval of reimbursement in the amount of $728,251.16 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 05/21/16 to 06/03/16.

| | |
|---|---|
| 05/21-27/16 | $365,145.73 |
| 05/28-31/16 | $ 91,313.74 |
| 06/01-03/16 | $271,791.69 |
| TOTAL | $728,251.16 |

2. Approval of wire transfer to cover claims paid.

**9.** **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-55009** Ratification of fully executed Change Order No. 1 in connection with the Pct. 1 Mile 4 West (Mile 10 - Mile 12) Paving & Drainage Improvements Project as recommended by project engineer, Sames, Inc.

**B.** **AI-54997** Requesting approval of payment for Invoice # 3 in the amount of $5,754.69 (Pct. 4, Rankin Subdivision ) as submitted by project engineer, DOS Logistics, Inc.

**C.** **AI-54978** Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for “Paving and Drainage Improvements for Colonia Noreste Subdivision”.

**D.** **AI-54993** Requesting correction to "Total Amount Due" indicated under AI-54506 [CC 5/10/16 w/amt. $3,594.96 - PO# 737687] Invoice# 4 submitted by Sames Engineering for the Mile 4 (Mile 10 to Mile 12) so as TO REFLECT THE CORRECT AMOUNT DUE OF $5,272.61.

**E.** **AI-54966**

APPROVED

Acceptance and approval of **Work Authorization No. 4** with estimated cost of **($628,961.20),** as submitted by **TEDSI Infrastructure Group, Inc.,** in connection to **(job specific)** agreement# **C-08-227-02-09** for the provisions of "engineering services" for: **Mile 6W from Mile 9 North to Mile 11 North.**

**F.** **AI-54989** Requesting clarification to "Amount Due" indicated under previously approved AI#54624 CC 5/17/16 for approval of Payment Application No. 2 submitted by 2GS, LLC [contract C#16-061-01-19] for the Pct 2 Eldora Road Project TO REFLECT THE CORRECT AMOUNT DUE OF $183,541.90.

**G.** **AI-54812** 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 Precinct No.4 - "Pit Run Caliche" - RFB No.: 2016-230-00-00-SGS including the re-advertising of project in the event no bids received and/or are rejected and project is still required.

**H.** **AI-54848** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft agreement etc.) as attached hereto for: Hidalgo County Precinct No. 4- through project titled:"Hauling Services for all Road Materials (excluding Hot Mix)-RFB No.:2016-233-00-00-SMA including the re-advertisement of project in the event no bids are received and/or rejected and project is still required.

**AI-58231** **Purchasing Department** **23. B. 3.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Tanya Delira, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

A. Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on December 13, 2016 (AI#57719) for the following HC Pct. #1- Paving and Drainage Improvements Projects:

| Project Name | Project No. | Award Recommendation to vendor | Amount |
|---|---|---|---|
| Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Mile 13 1/2 North Rd., Mile 11 North Road and Yvette Circle | 2016-398-12-13 | 2GS, LLC DBA EarthWorks Enterprises | $519,662.30 |

B. Pursuant to TXLGC 262.031 and in the interest of expediting a Project's progress, requesting authority/approval for the Precinct Commissioner or designee: David Suarez, Chief Administrator to execute change orders that involve Increasing or decreasing in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits. The original contract price may not be decreased by 18% or more without the consent of the contractor.

**BACKGROUND**

Note: Contracts have been reviewed and approval as to form by legal counsel.

---

**Fiscal Impact**

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

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

**BUDGETARY IMPACT:**

7-1280-431-00-121-817-5-721 [Mile 13 1/2 Rd];
7-1280-431-00-121-818-5-721 [Mile 11];
7-1280-431-00-121-819-5-721 [Yvette Circle]

---

**Attachments**

2016-398 Contract

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:24 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Tanya Delira | | Started On: 01/26/2017 09:31 AM |
| Final Approval Date: 02/02/2017 | | |

# BID DOCUMENTS & TECHNICAL SPECIFICATIONS

## FOR

## HIDALGO COUNTY PRECINCT NO. 1

## FEMA Road & Drainage Improvements to:
## Mile 13 ½ North, Mile 11 North & Yvette Circle

Hidalgo County
Precinct 1

**Hidalgo County, Texas**
**November, 2016**

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

Richard LeFevre, PE, CFM

Civil Engineer:

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

# PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2016

**RE:**
**ADDENDUM NO.1**
**FOR BID No.: 2016-398-12-07-TDL**
**"Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements – Mile 13 1/2, Mile 11 & Yvette Circle"**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1**, in connection with **HIDALGO COUNTY PRECINCT NO. 1** request for bids for **"FEMA Road & Drainage Improvements – Mile 13 ½, Mile 11 & Yvette Circle".**

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 hector@lefevregroup.net and/or marking receipt in your bid form.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at 956-687-5362.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 1 – **"FEMA Road & Drainage Improvements – Mile 13 ½, Mile 11 & Yvette Circle".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

**BY:** _____
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# ADDENDUM NO. 1

**November 29, 2016**

**"Hidalgo County Precinct No.1 – FEMA Road & Drainage Improvements – Mile 13 ½, Mile 11 & Yvette Circle"**
**BID NO.: 2016-398-12-07-TDL**

## PLEASE NOTE CHANGES AS FOLLOWS IN THE AS NOTED ON THE FOLLOWING:

1. Clarification:
   - PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering & Management Consulting, LLC, at 612 Nolana, Ste. 520, McAllen Texas 78504 Phone No. (956) 687-5362 for the amount of **$ 100.00** each. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable. **(This includes PDF version)**

2. Revised Plans (see attached):
   - Mile 11 North Road Plans included sheets from Mile 13 ½ Road and are to be replaced with the correct sheets. Attached is a revised set of plans for Mile 11 North Road.

I, Humberto García, Jr., acknowledge receipt of ADDENDUM NO. 1 dated, November 29, 2016, for RFB- HIDALGO COUNTY PRECINCT NO. 1 – FEMA ROAD & DRAINAGE IMPROVEMENTS – MILE 13 ½, MILE 11 & YVETTE CIRCLE.

2GS, LLC, Dba Earthworks Enterprise
Printed Bidder Name

November 29, 2016
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

# General Request for Bid Package
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VIII. **Specifications**
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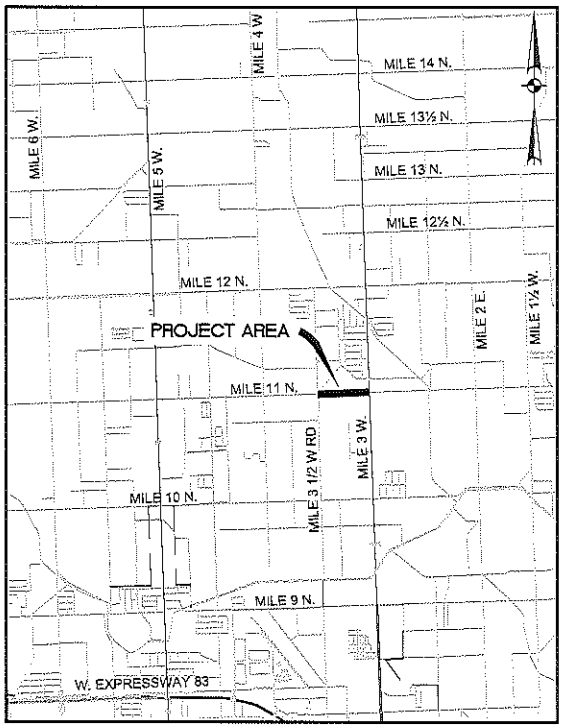
# Mile 11 North Road Plans

# 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

Hidalgo County Precinct 1




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 |

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| 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

11/9/16

WESLEY RICHARD LeFEVRE, P.E. 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 |

## 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 3E OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS M.U.T.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 0) 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 (SWPP... 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 IMPROPER 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 FINAL 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
- WM -- WATER METER
- ■ -- COMMUNICATION BOX
- TL -- TRAFFIC LIGHT
- GI -- GRATE INLET
- ○ -- MANHOLE
- ⊙ -- POLE CABLE
- ⌀ -- POWER POLE
- ⌐ -- GUY WIRE
- ⊙ -- TEL. PEDESTAL
- ⊣ -- SIGN
- ⋈ -- WATER VALVE
- ⁂ -- FIRE HYDRANT
- ▯ -- MAIL BOX
- ○ -- IRR. STAND PIPE
- ——x—— -- FENCE
- ——OH—— -- POWER LINE
- ⊲—□—⊳ -- GUARD RAIL

| NO. | DATE | REVISION | APPROV. |
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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD. & DRAINAGE IMPROVEMENTS

GENERAL CONSTRUCTION NOTES

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
602 N. Ed Carey Dr., Suite 100, Harlingen, Texas 78550
Tel. (956) 687-5362

Texas Registered Engineering Firm F-13172

| | |
|---|---|
| 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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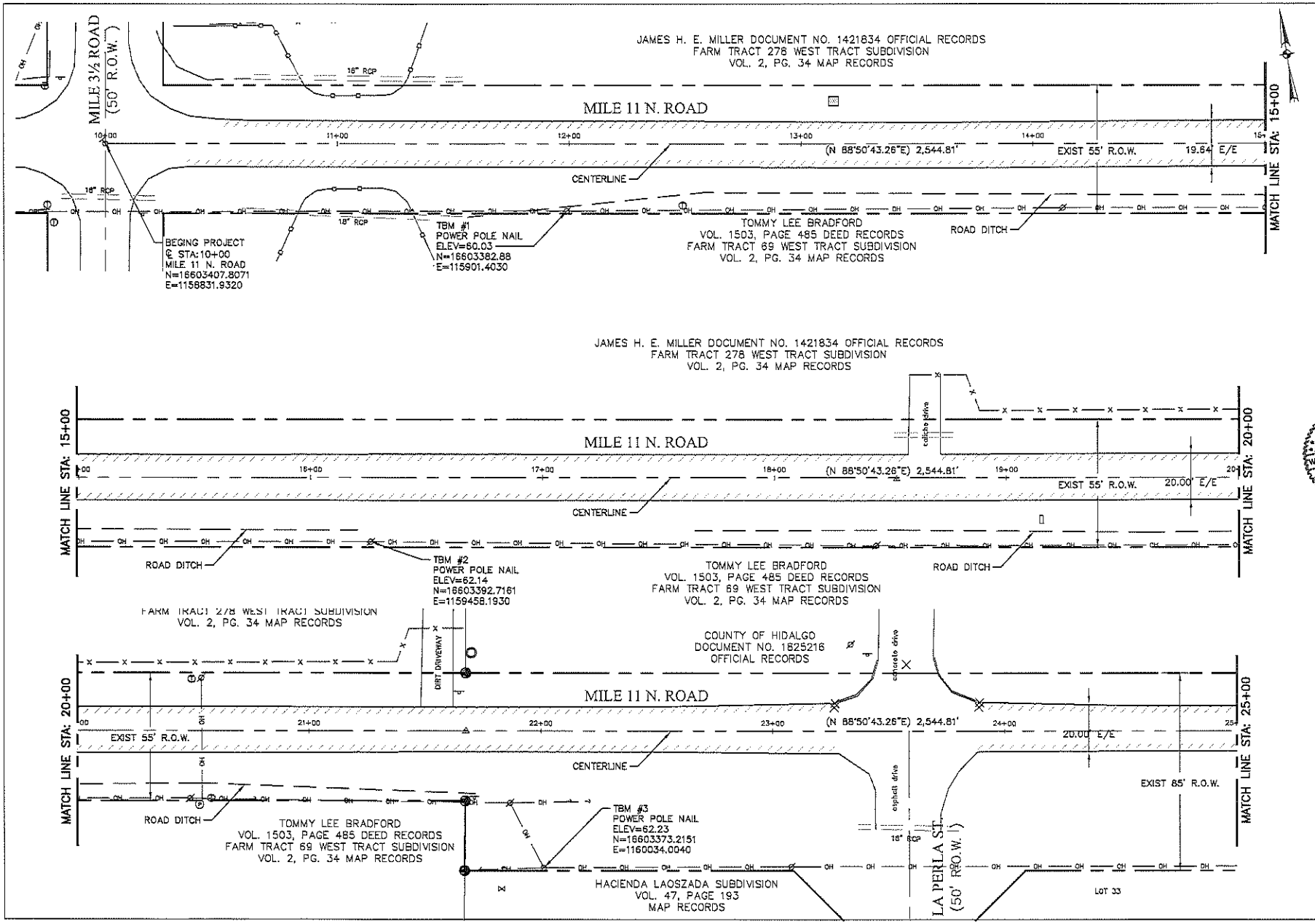


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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD. & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 1 OF 3

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

LeFEVRE
ENGINEERING & MANAGEMENT CONSULTING, LLC
Texas Registered

| | |
|---|---|
| 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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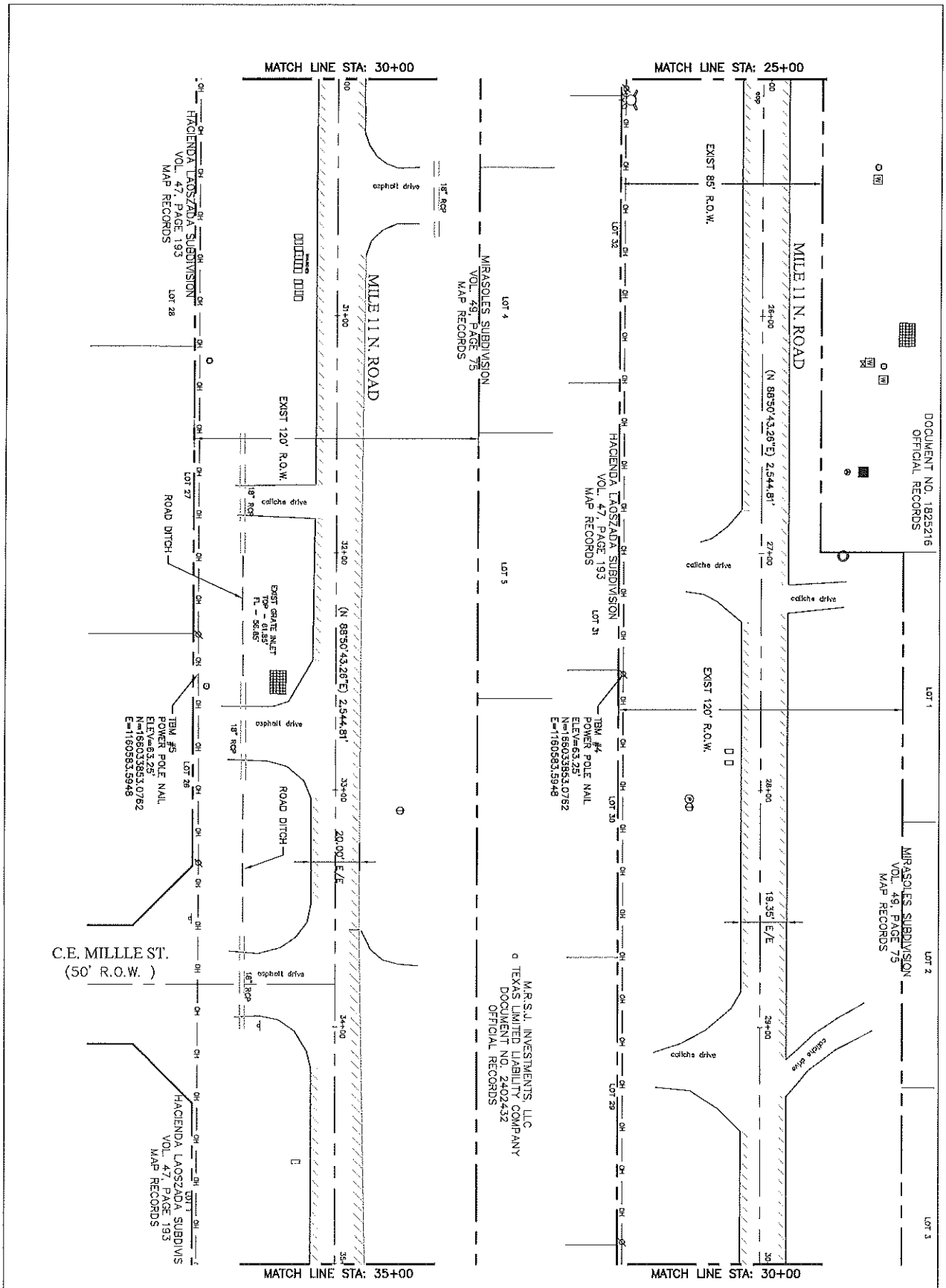


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|---|---|---|---|
| Drawn L.H. | LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. | 612 Hobson, Suite 520 McAllen, Texas 78504 Tel. 956.697.1EMC Fax. 956.697.5363 | Civil Engineering Environmental Engineering Planning Project Management |
| Scale N.T.S. | | | |
| Checked H.M. | | | |
| Date NOVEMBER, 2016 | | | |
| Job No. P-203-02 | | | |
| Sheet 4 of 12 | | | |

HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 2 OF 3

| NO. | DATE | REVISION | APPROV. |
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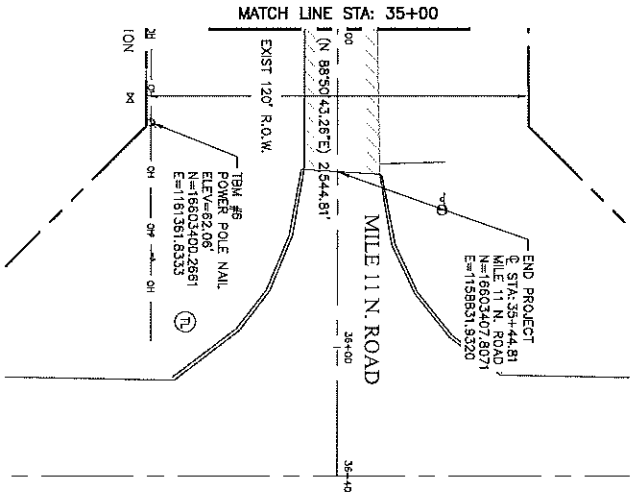


MILE 3 ROAD W
(F.M. 1015)

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|---|---|---|---|---|---|
| Sheet 5 of 12 | Job No. P-203-02 | Date NOVEMBER, 2016 | Checked H.M. | Scale | Drawn L.H. |

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.6345
Fax. 956.687.6363

Civil Engineering
Environmental Engineering
Planning
Project Management

Texas Registered Engineering Firm

HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 3 OF 3

| NO. | DATE | REVISION | APPROV. |
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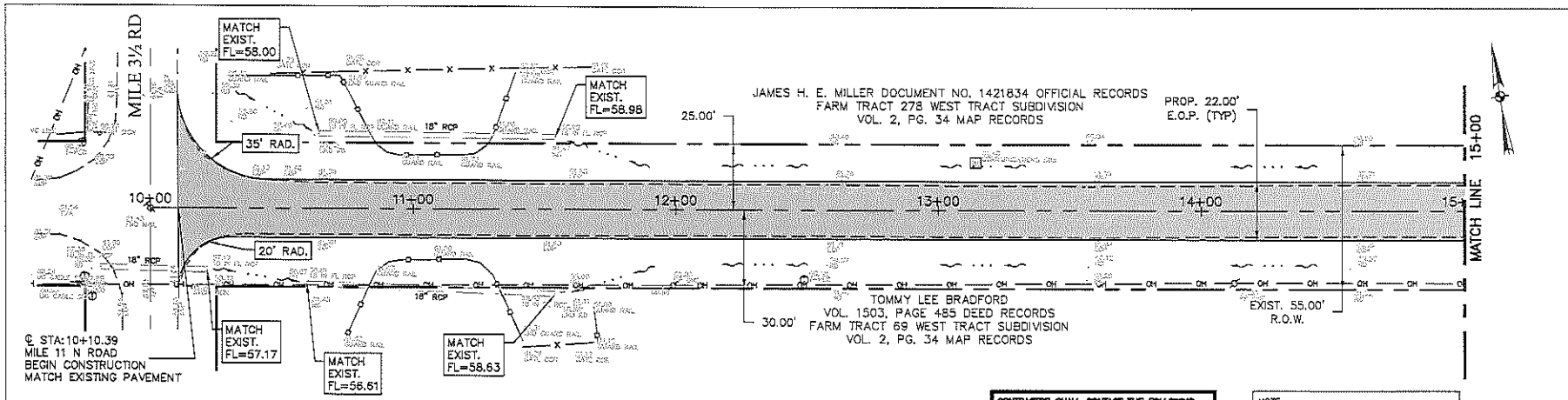
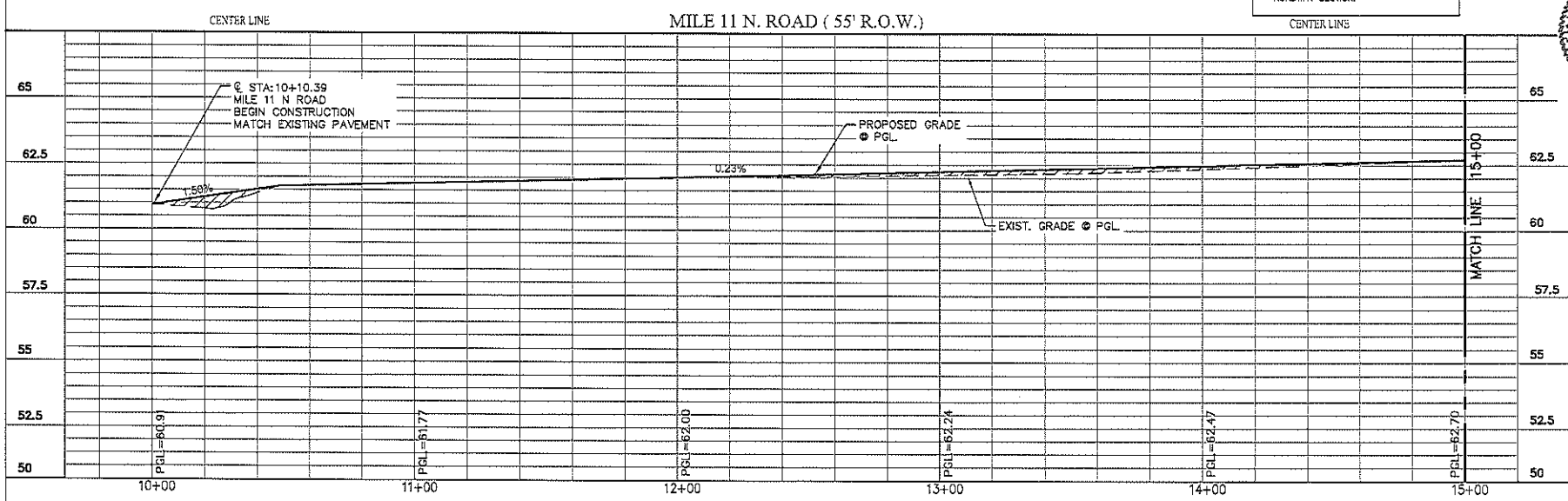



CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

| | |
|---|---|
| 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.




HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 10+00 TO 15+00

| NO. | DATE | REVISION | APPROV. |
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STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

Civil Engineering
Environmental Engineering
Planning
Project Management
Texas Registered Firm

LeFEVRE
ENGINEERING & MANAGEMENT CONSULTING, L.L.C.

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| Checked | H.M. |
| Date | NOVEMBER, 2016 |
| Job No. | P-203-02 |
| Sheet | 6 of 12 |

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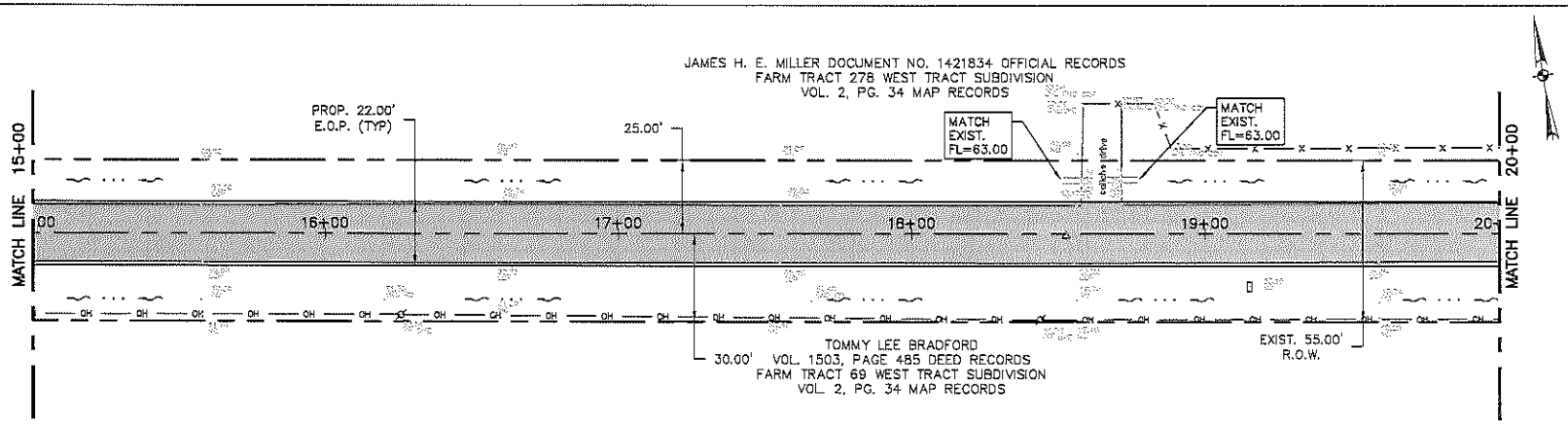


CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

| | |
|---|---|
| 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 |

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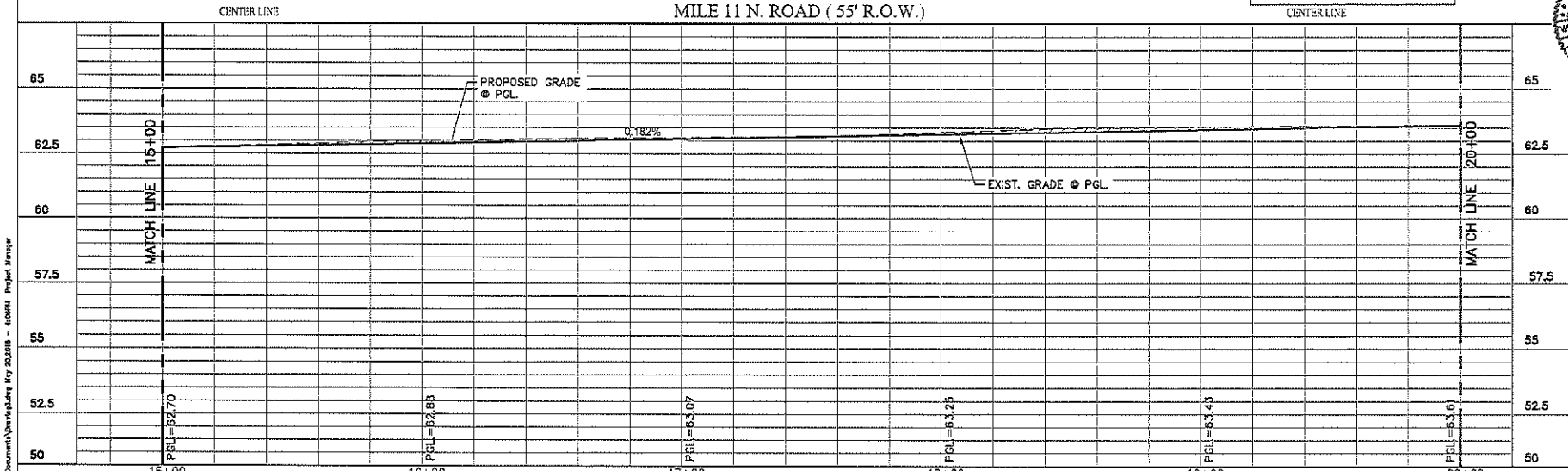
CENTER LINE

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. 15+00 TO 20+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

LeFEVRE
ENGINEERING & MANAGEMENT CONSULTING, LLC

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Scale Horz. 1:40 Vert. 1:4
Checked H.M.
Date NOVEMBER, 2016
Job No. P-203-02
Sheet 7 of 12

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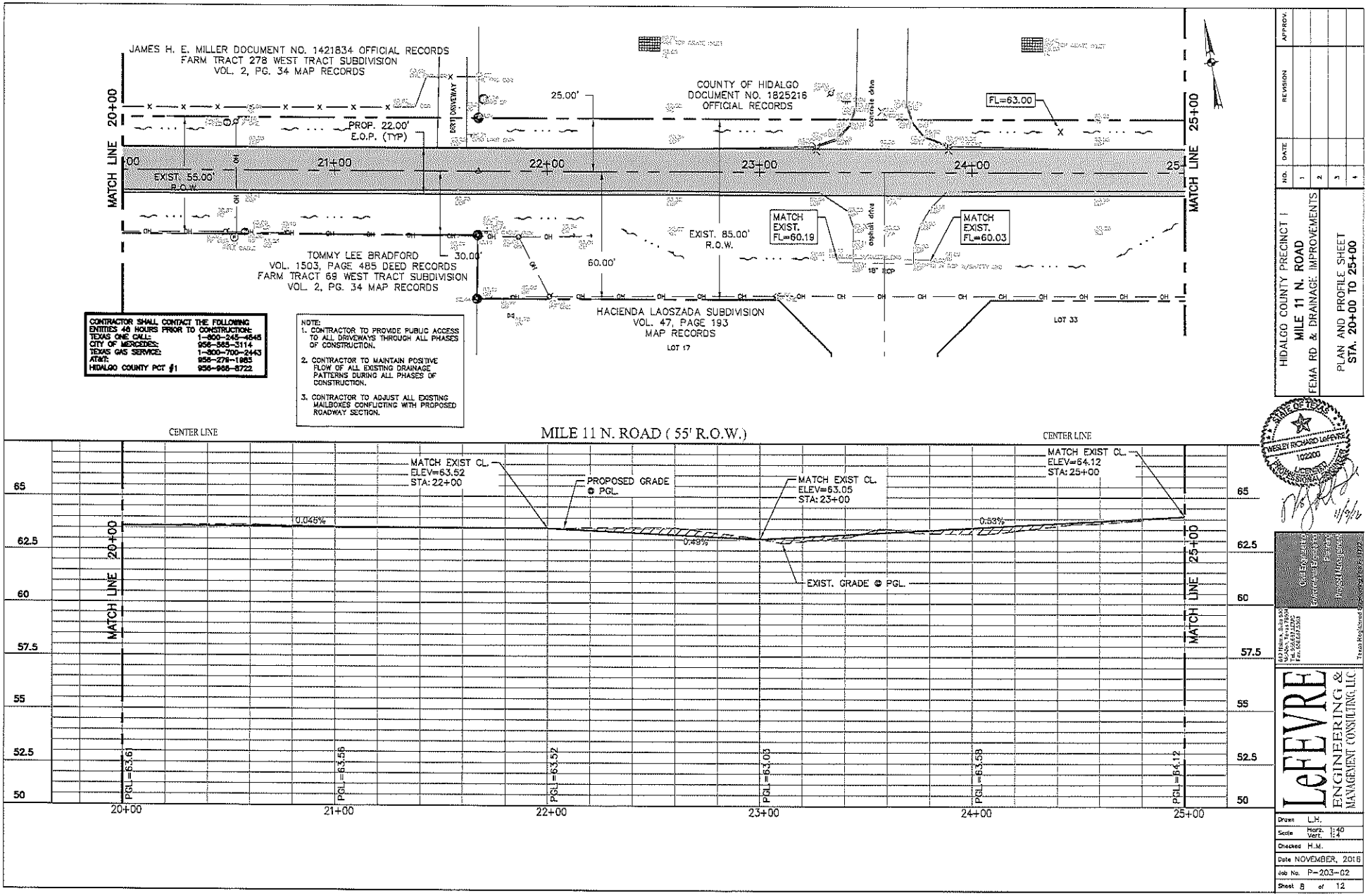


HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 20+00 TO 25+00

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STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
602 Hibiscus, Suite 100, McAllen, Texas 78501
Ph. 956.627.2303
Texas Registered Engineering Firm F-13928

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| Scale | Horz. 1" = 40' Vert. 1" = 4' |
| Checked | H.M. |
| Date | NOVEMBER, 2016 |
| Job No. | P-203-02 |
| Sheet | 8 of 12 |

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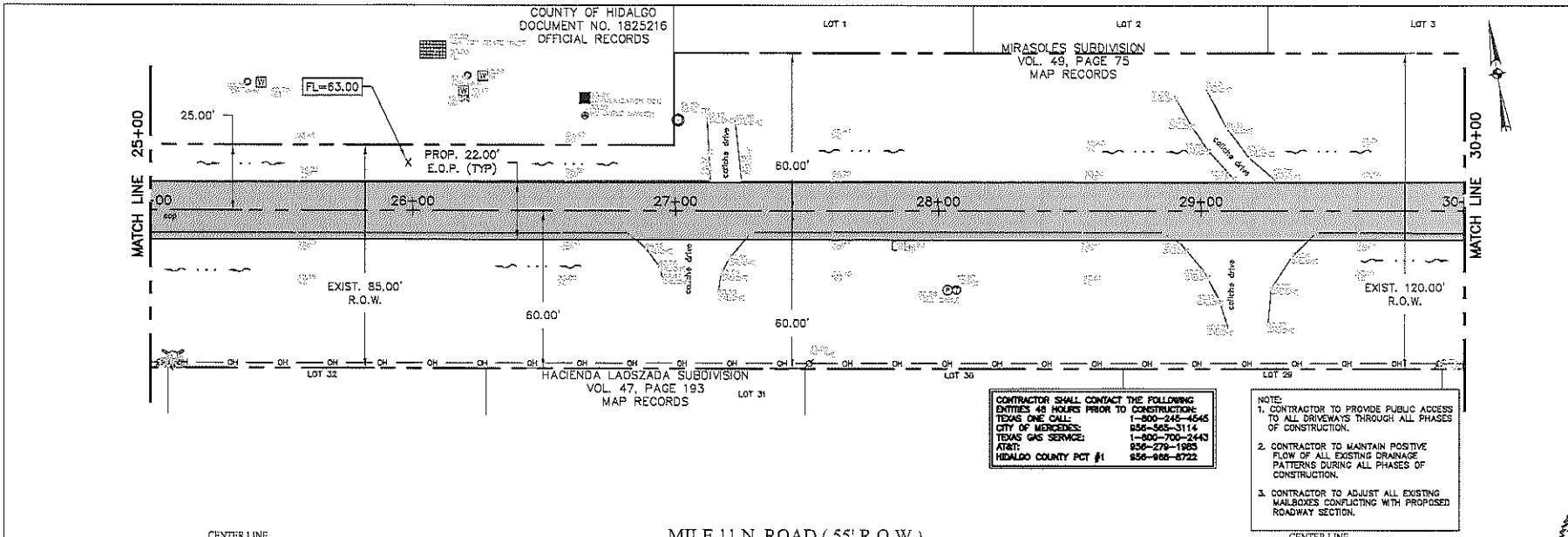


CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

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|---|---|
| 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:
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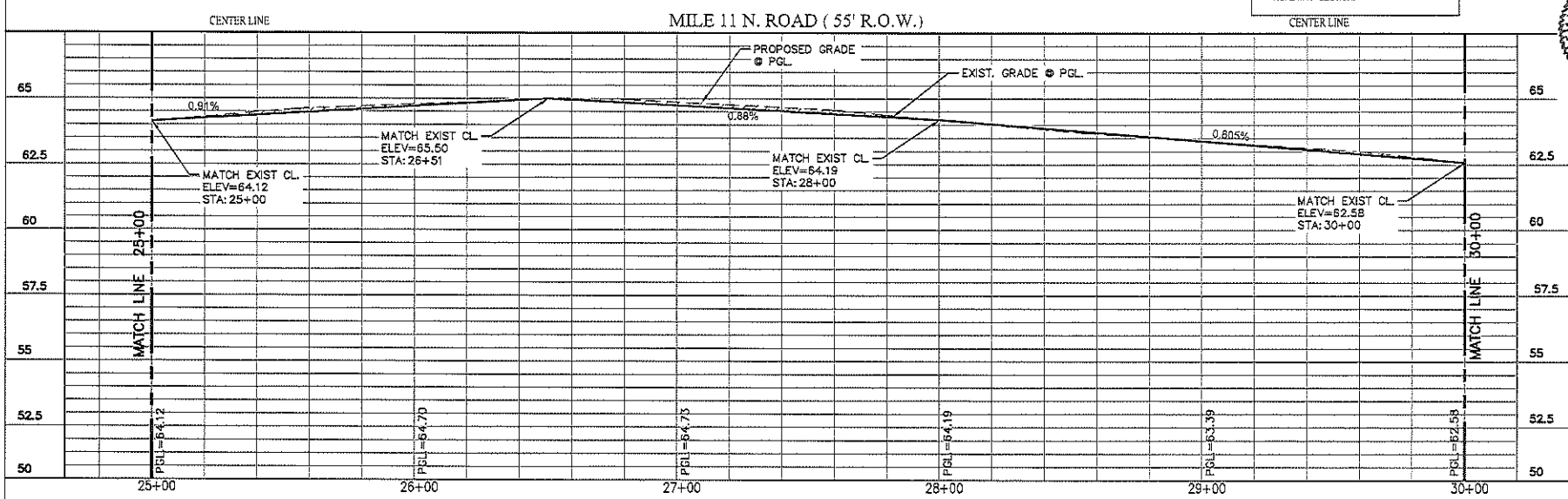


HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 25+00 TO 30+00

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STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

LeFEVRE
ENGINEERING & MANAGEMENT CONSULTING, LLC.

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Date NOVEMBER, 2016
Job No. P-203-02
Sheet 9 of 12

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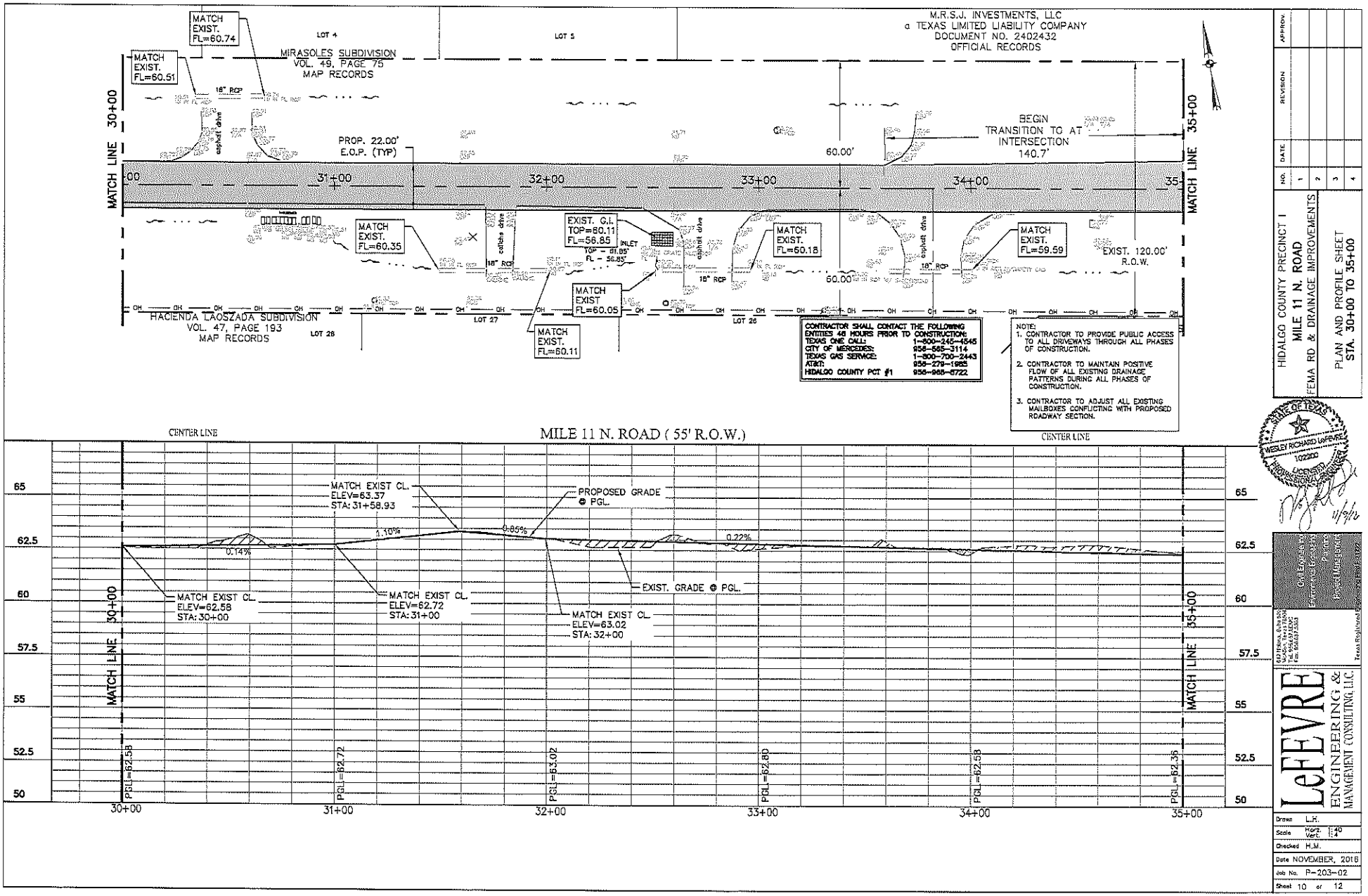


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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 30+00 TO 35+00

STATE OF TEXAS
WESLEY RICHARD LaFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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| Date | NOVEMBER, 2016 |
| Job No. | P-203-02 |
| Sheet | 10 of 12 |

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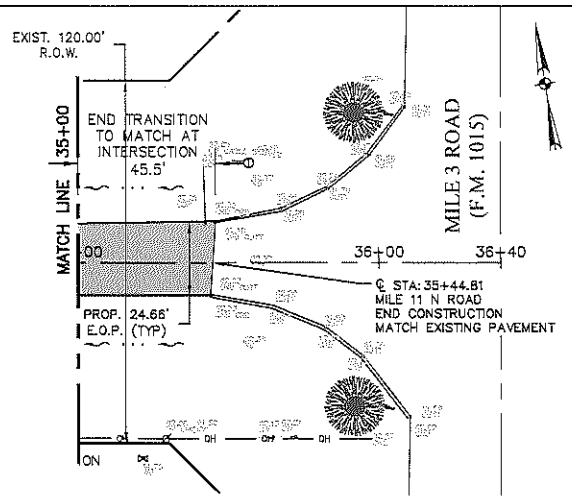


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|---|---|
| TEXAS ONE CALL: | 1-800-245-4545 |
| CITY OF MERCEDES: | 956-565-3114 |
| TEXAS GAS SERVICE: | 1-800-700-2443 |
| AT&T: | 956-279-1985 |
| HIDALGO COUNTY PCT #1 | 956-968-5722 |

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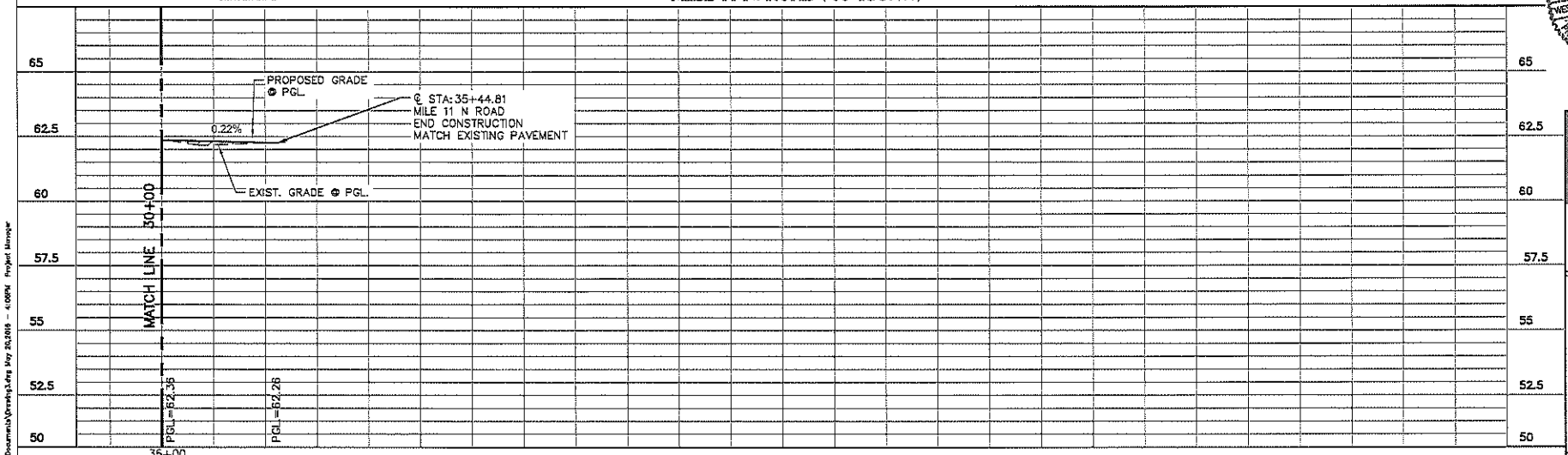
CENTER LINE — MILE 11 N. ROAD ( 55' R.O.W.) — CENTER LINE

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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD. & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 30+00 TO 35+44.81

STATE OF TEXAS
WESLEY RICHARD LaFEVRE
102203
LICENSED PROFESSIONAL ENGINEER
11/9/16

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

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| Date | NOVEMBER, 2016 |
| Job No. | P-203-02 |
| Sheet | 11 of 12 |

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**NOTE:**

THE NEW STANDARD (ENACTED 2008) SPECIFIES AN EIGHT (8) INCH DEPTH FOR CALICHE BASE MATERIAL AN ALL PAVE ROADS. ALL OF THE ROADS THAT ARE CONTAINED IN THIS PROJECT WERE PRIOR TO THE NEW STANDARD; AND,THE EXISTING CALICHE BASE DEPTH IS SIX (6) INCHES. TO CONFORM TO THE STANDARD, THE APPLICANT WILL SPECIFY THAT THE SUCCESSFUL BIDDER (CONTRACTOR) WILL REMOVE THE EXISTING DAMAGED TWO (2) INCH DEEP ASPHALT WEAR SURFACE PLUS FOUR (4) INCH DEPTH OF THE EXISTING SIX (6) INCH CALICHE BASE. THE REMAINING TWO (2) INCH CALICHE WILL BE TREATED WITH A 1.5% LIME TREATMENT AND A CONTRACTOR WILL FURNISH AND INSTALL ANOTHER SIX (6) INCH DEEP LAYER OF CALICHE TO BRING THE BASE TO THE NEW STANDARD EIGHT (8) DEPTH SPECIFICATION; THEN, APPLY A PRIME COAT AND A TWO (2) INCH DEEP ASPHALT WEAR SURFACE.

**NOTES:**

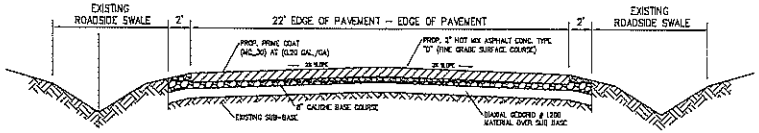
ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

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 12" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.




PROPOSED ROADWAY CROSS SECTION (1/*)

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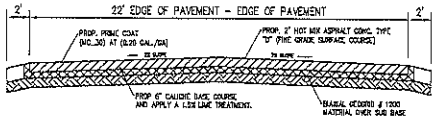
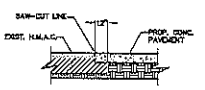


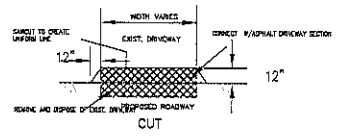

TYPICAL ROADWAY CROSS SECTION (7/*)

SCALE: N.T.S.



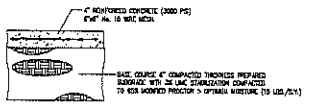

SAWCUT DETAIL (PROP. CONC.) (2/*)

N.T.S.



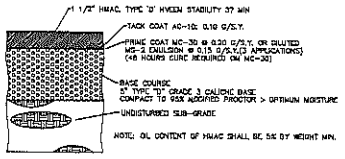

DRIVEWAY CONNECTION DETAIL (5/*)

N.T.S.



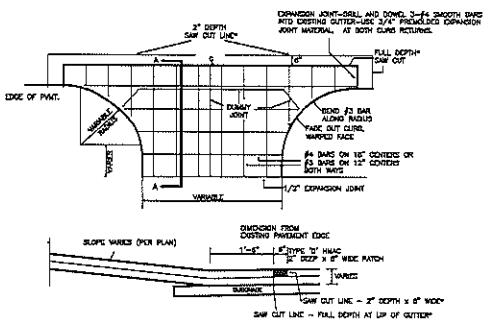

TYPICAL CONCRETE DRIVEWAY SECTION (3/*)

N.T.S.




TYPICAL ASPHALT DRIVEWAY SECTION (4/*)

N.T.S.




SECTION A-A

DRIVEWAY APPROACH DETAIL (6/*)

N.T.S.

| NO. | DATE | REVISION | APPROV. |
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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

**DETAILS SHEET**

STATE OF TEXAS
WESLEY RICHARD LEFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

Texas Registered Engineering Firm F-13925

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| Drawn | L.H. |
| Scale | |
| Checked | R.M. |
| Date | NOVEMBER, 2016 |
| Job No. | P-203-02 |
| Sheet | 12 of 12 |

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# PURCHASING DEPARTMENT
County Of Hidalgo

November 16, 2016

The Monitor
1400 East Nolana
McAllen, Texas 78504

**Re:** Hidalgo County Precinct No. 1- Request for Sealed Bids for:

**"Hidalgo County Precinct No. 1 – FEMA Road Construction Project: Mile 13.5-11North & Yvette Circle RFB 2016-398-12-07-TDL**

**RFB Due Date:** December 07, 2016

Sir or Madam:

Please publish twice the enclosed advertisement under the legal ad section of your newspaper. Publications should run on **SATURDAY, November 19, 2016, and SATURDAY, November 26, 2016.**

The billing statement should make reference to above mentioned projects and be mailed to:

**Hidalgo County Precinct No. 1**
PO № 736148
**1902 Joe Stephens Ave. Ste. 101**
**Weslaco, TX 78599**
**Ph: (956) 968-8733 Fx: (956) 969-1417**

Thank you for your assistance in this matter.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/tdl

# REQUEST FOR BIDS (RFB)

The County of Hidalgo would like to invite you to submit a bid for each of the following projects:

| Bid No.: | Bid Description: | Opening Date: |
|---|---|---|
| 2016-398-12-07-TDL | "Hidalgo County Precinct No. 1 – Road & Drainage Improvements – Mile 13.5, 11 North, & Yvette Circle | December 07, 2016 |

**PROCUREMENT PACKETS.** Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering & Management Consulting, LLC, at 612 Nolana, Ste 520, McAllen Texas 78504 Phone No. **(956) 687-5362** for the amount of **$ 100.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.
The PDF version of bid packets may be obtained via email **at no cost** by emailing your request to the Projected Engineer at the following address: milo@lefevregroup.net

**PRE-BID CONFERENCE** is scheduled for **WEDNESDAY, NOVEMBER 30, 2016** at 2:00 **P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

**A BIDDER'S BOND** from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo.
A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

**UPON SUBMITTING SEALED BIDS**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **one (1) original and three (3) copies** of bid and must be clearly identified and addressed for delivery to:

**HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.**

**HIDALGO COUNTY NEW ADMINISTRATION BUILDING**

**US Postal Mail/Courier Address:** 2812 S. Business Hwy 281, Edinburg, TX 78539
**Physical Location:** 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

**BIDS ACCEPTANCE:** Sealed bids will be accepted until **9:30 a.m. on Wednesday, December 07, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

**BIDS MAY BE HELD** by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**Typed-written Requests For Information (RFI)** shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 30, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 15th of November, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

***REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233***

**REQUEST FOR BIDS**

# HIDALGO COUNTY PRECINCT NO. 1

## FEMA Road & Drainage Improvements to: Mile 13 ½ North, Mile 11 North & Yvette Circle

**RFB NO: 2016-398-12-07-TDL**

Acceptance Date: **December 07, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Tanya De Lira, Buyer III
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
TEL: 956 318-2626
tanya.delira@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1-"FEMA Road & Drainage Improvements: MLIE 13 ½ NORTH, MILE 11 NORTH & YVETTE CIRCLE"** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-398-12-07-TDL "HIDALGO COUNTY PRECINCT NO. 1-"FEMA Road & Drainage Improvements: MLIE 13 ½ NORTH, MILE 11 NORTH & YVETTE CIRCLE"** 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, DECEMBER 07, 2016. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "HIDALGO COUNTY PRECINCT NO. 1- "FEMA Road & Drainage Improvements: MLIE 13 ½ NORTH, MILE 11 NORTH & YVETTE CIRCLE" -RFB NO.: 2016-398-12-07-TDL"** 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"**)(if applicable);
   5. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   6. Certification Regarding Debarment (See **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with

existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all Bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - "HIDALGO COUNTY -RFB NO.: 2016-398-12-07-TDL"
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. | December 07, 2016 |
| Award of Contract | December, 2016 |
| Commence Work or Deliver Products | December, 2016 |

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. 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 PRECICNT NO. 1**
**"FEMA Roads & Drainage Improvements: Mile 13 ½ North, Mile 11 North & Yvette Circle"**
**BID NO.: 2016-398-12-07-TDL**

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: | 2GS, LLC, Dba Earthworks Enterprise |
| Address: | P. O. Box 595, Peñitas, TX 78576-0595 |
| By: | |
| Printed Name: | Humberto García, Jr. |
| Title: | Member |

**BID BOND**

THE STATE OF Texas )
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Hidalgo )

That we, 2GS, LLC, of the City of Penitas, County of Hidalgo, and State of Texas (hereinafter called "Principal") as Principal, and Hartford Fire Insurance Company (hereinafter called the Surety) as Surety, authorized under the laws of the State of Connecticut to act as surety on bonds for principals, are held and firmly bound unto Hidalgo County (hereinafter called the Owner) as obligee, in the sum of 5% Greatest Amount Bid ($ 5% ) in lawful money of the United States for the payment of Principal and Surety, and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has, submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of FEMA Road and Drainage Improvements hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid Form (Proposal) of the the Principal and the Principal shall faithfully enter into agreement with Owner in accordance with the terms of such Bid, and give such Bonds as are specified in the Bidding or Contract Documents; or in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if the Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 7th day of December A.D. 2016.

Witness

PRINCIPAL: 2GS, LLC

By: Humberto Garcia

P.O. Box 595

Penitas TX 78576

Address

Witness

SURETY: Hartford Fire Insurance Company

By: Andy Alvarez

Attorney-in-Fact

P.O. Drawer 3783

McAllen, TX 78502

Address

956-787-8536

(Surety's Telephone Number)

# POWER OF ATTORNEY

*Direct Inquiries/Claims to:*
**THE HARTFORD**
**Bond T-4**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
*call:* **888-266-3488** *or fax:* **860-757-5835)**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:** **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

**STATE OF CONNECTICUT**
**COUNTY OF HARTFORD** } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

**CERTIFICATE**

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 7th, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

# 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, Humberto García, Jr., authorized representative for 2GS, LLC, Dba Earthworks Enterprise
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

December 6, 2016
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**

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I, Humberto García, Jr., authorized representative for 2GS, LLC, Dba Earthworks Enterprise
Company/Vendor

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Automobile Liability: $_____ General Liability: $

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Authorized Representative

December 6, 2016
Date

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**THIS FORM MUST ACCOMPANY BID PACKET**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2017

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: Judith Gomez |
|---|---|
| Higginbotham Insurance Agency, Inc.<br>1400 McColl Rd. Ste 105<br>McAllen TX 78501 | PHONE (A/C, No, Ext): 956-668-3510 FAX (A/C, No): 956-687-1286<br>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: 1441003391 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 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | $ |
| 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 | | Y | TSF0001234244 | 2/21/2016 | 2/21/2017 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (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<br>Leased/Rented<br>Deductible | $750,000<br>$200,000<br>$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.
See Attached...

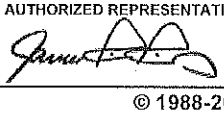
CERTIFICATE HOLDER

Hidalgo County
2802 S Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: 2GSLL

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Higginbotham Insurance Agency, Inc. | 2GS, LLC. dba Earthworks Enterprise<br>PO Box 595<br>Penitas TX 78576 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Project: Hidalgo County Pct. 1 - FEMA Road Drainage Improvements - Mile 13 1/2 North Road, Mile 11 North Road & Yvette Circle

VEHICLE SCHEDULE AS OF 01/05/2017:

1980 Mack Truck - VIN#RWS786LST52722
1984 Chevy Truck - VIN#1GBM7D1G3EV120065
1996 Ford F700 - VIN#1FDXF80C1TVA30147
1998 Ford Water - VIN#1FDNF70JXWVA00083
2000 Fontaine Lowboy - VIN#4LF4S5239Y3510427
2001 Ford PU - VIN#1FTNW20L31EB97261
2001 International 4400-VIN#1HSSDAAN4IH340873
2001 Volvo Haul Tractor-VIN#4V4NC9TJ41N312871
2002 Ford F150 Super- VIN#1FTNW21F82ED57063
2004 Dodge Dakota- VIN#1D7HL38K04S782009
2004 Ford Ranger - VIN#1FTYR10DX4PA75240
2004 Ford F150 - VIN#1FTRF12WX4NC67216
2005 Ford F350 Super - VIN#1FDWF36P55EC16267
2009 Chevy Pickup - VIN#3GCEC23009G191447
2012 Ford F250 Super - VIN#1FT7W2BT3CED07346 COMP/COLL DED 1000/1000
2015 Ford F150 - VIN#1FTEW1EF9FFC52536 COMP/COLL DED 1000/1000
2015 Ford F350 - VIN#1FT8W3BT2FEB93208 COMP/COLL DED 1000/1000
1992 Mack Truck - VIN#2M2P264Y0NC011054
1994 Mack Truck - VIN#1M2P264Y8RMO13866
2016 Ford F150 - VIN#1FTEW1EFXGKE65441 COMP/COLL DED 1000/1000
1984 Kenworth W900- VIN#1XKWDB9X1ES315108
2005 Ford F150 - VIN#1FTRW12W05FB35268
1999 Peterbilt 330 TK - VIN#1NPNHD7X7XS473118 COMP/COLL DED 1000/1000
2006 Mack Truck- VIN#1M2AJ07Y06N003520 COMP/COLL DED 1000/1000


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# 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.

2GS, LLC, Dba Earthworks Enterprise

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.

N/A

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.

N/A.

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 Humberto Gaytan, Jr. October 24, 2016

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.

*VG-120-2016-2758784*

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2758784

Recorded On: October 28, 2016 10:44 AM

Billable Pages: 1

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document No: 2758784
Receipt No: 20161028000136
Recorded On: October 28, 2016 10:44 AM
Deputy Clerk: Tania Rivera
Station: CH-1-CC-K11

Record and Return To:
Earthworks Enterprise
PO Box 595

Penitas TX 78576

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

# EXHIBIT "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).

**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: Humberto García, Jr.
Title: Member
Telephone Number: (956) 424-3414
Date: December 6, 2016

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

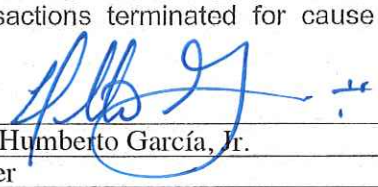
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

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: Humberto García, Jr.
Title: Member
Telephone Number: (956) 424-3414
Date: December 6, 2016

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
# 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: 2GS, LLC Telephone No. ( 956 ) 424-3414

dba Name: Earthworks Enterprise

Legal Name: 2GS, LLC

Mailing Address : P. O. Box 595 Fax No. ( 956 ) 683-6149

Physical Address: 1307 Expressway 83, Suite C

City, State, Zip Peñitas, TX 78576 Tax I.D. No. 45-4338911

Remit to Address : P. O. Box 595 City, State, Zip Peñitas, TX 78576-0595

E-Mail Address: bgarcia@2gsllc.com/omar@2gsllc.com

Representative(s) Name(s) & Title(s) Humberto García, Jr., Member

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: Texas Date: 1/20/12 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify General Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Humberto García, Jr., Member

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- ■ More than 500,000 annual gross receipt

- Black American
- ■ Hispanic American
- Asian Pacific American

- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: Yes ■ No

Indicate Certification No.(s):____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:____ Entry Date: ____ Vendor No.:

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ▫ Yes ▫ No

If yes, by whom?: ▫ Texas Building & Procurement Commission ▫ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ▫ Yes ▫ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 % (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:

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

**State of Texas**

**County of Hidalgo**

Humberto García, Jr., being first duly sworn, deposes and says that:

(1) He is Member, of 2GS, LLC, Dba Earthworks Enterprise, 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, representatives, 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) _____

Member

(Title)

Subscribed and sworn to before me on this 6th

Day of December, 2016

Armando Omar Flores, Jr.

Notary Public, My Commission Expires March 23, 2020.

Title

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT**
**C-16-398-12-13**

This Agreement, entered into this 13th day of December, 2016 by and between Hidalgo County (hereinafter called the "OWNER," and, 2GS, LLC dba Earthworks Enterprise (a limited liability company), 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:

**Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements –**
**Mile 13 ½ North Road, Mile 11 North Road & Yvette Circle**

Hereinafter called the project, for the sum of **$519,662.30 (Five Hundred Nineteen Thousand Six Hundred and Sixty-Two Dollars and Thirty 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 LeFevre Engineering & Management Consulting, LLC, entitled the 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 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $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, 13th of December, 2016.

CONTRACTOR: _____
Print Name & Title: Humberto Garcia, Jr, Member
Name of Firm: 2GS, LLC dba Earthworks Enterprise

Address: P.O. Box 595, 1307 Expressway 83 Suite C
Peñitas, Texas 78576
Fed I.D. #/SS #: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 16th day of December, 2016, by Member (Title) Of and on behalf of 2GS, LLC, Dba Earthworks Enterprise (a limited liability company)

_____
Notary Public-Signature

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

APPROVED AS TO FORM:
Atlas, Hall Rodriguez, L.L.P.

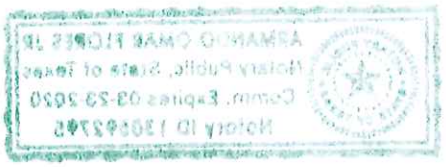
BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge



# 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:
2016-144569

Date Filed:
12/09/2016

Date Acknowledged:

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

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.
2016-398-12-07-TDL
Road & Drainage Improvements - Mile 13 1/2, Mile 11, & Yvette Circle

| 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 9th day of December, 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 |

Form **W-9**
(Rev. November 2005)
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, if different from above
2GS, LLC, Dba Earthworks Enterprise

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ■ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
P. O. Box 595

Requester's name and address (optional)

City, state, and ZIP code
Peñitas, TX 78576-0595

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | - | | - | | | |

Or

Employer identification number
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 4 | 5 | - | 4 | 3 | 8 | 9 | 1 | 1 |

## 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. person (including a U.S. resident alien).

**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 ▶ [signature] Date ▶ December 6, 2016

## 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

## 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" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.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.** Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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 single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. 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 |

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal 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 regarding partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# 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: 2GS, LLC, Dba Earthworks Enterprise

Address: P. O. Box 595

Peñitas, TX 78576-0595

Date Organized: January 20, 2012 Date Incorporated: January 20, 2016

Office Number: (956) 424-3414 Fax Number: (956) 683-6149

Number of years in business under present name: 4

Type of work performed by your company: Drainage and Paving Construction

Have you ever failed to complete any work awarded to you? No.

Have you ever defaulted on a contract? No.

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: San Patricio County

Address: 400 West Sinton Street, Suite B50, Sinton, TX 78387

Ph/Fx Number: (361) 364-9300 Email:

Scope of Work Description: County Road Improvements

Date Completed: November 3, 2016 Total Cost: $3,074,738.90

**********

2. Owner: Zarsky Development Company, LLC

Address: P. O. Box 2527, Victoria, TX 77901

Ph/Fx Number: (361) 455-8444 Email: _____

Scope of Work Description: Drainage and Road Construction

Date Completed: October 16, 2016 Total Cost: $500,000.00

**********

3. Owner: Hidalgo County

Address: 2802 South Business Highway 281, Edinburg, TX 78539

Ph/Fx Number: (956) 318-2626 Email: _____

Scope of Work Description: Street Improvements

Date Completed: October 2, 2016 Total Cost: $260,255.65

**********

4. Owner: San Mateo Investments, LLC

Address: 3714 South Expressway 281, Edinburg, TX 78539

Ph/Fx Number: (956) 386-0726 Email: _____

Scope of Work Description: Drainage and Road Construction

Date Completed: July 8, 2016 Total Cost: $194,795.00

**********

5. Owner: Hidalgo County

Address: 2802 South Business Highway 281, Edinburg, TX 78539

Ph/Fx Number: (956) 318-2626 Email: _____

Scope of Work Description: Drainage and Paving Construction

Date Completed: June 20, 2016 Total Cost: $279,192.75

**********

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Hidalgo County Urban County Program - City of San Juan Street Improvements

Russell Park Subdivision

Bob's Steakhouse

San Martin Subdivision Phase II

Colonia Noreste Subdivision

City of Alamo - Crockett Avenue

Mon Mack Landing Subdivision Phase I

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.

N/A.

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 6th day of December 20 16.

By Humberto Garcia, Jr.

Title Member

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130692795

**Subscribed and sworn** to me this 6th day of December, 20 16.

By: Armando Omar Flores, Jr.

Notary Public in and for Hidalgo County, Texas

My commission expires March 23, 2020.

# 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 6th day of December, 20 16.

Humberto García, Jr.
Contractor

**REQUEST FOR BIDS**

**HIDALGO COUNTY PRECINCT NO. 1**
***"FEMA Road & Drainage Improvements to: Mile 13 ½ North, Mile 11 North & Yvette Circle"***

***RFB PROJECT NO. 2016-398-12-07-TDL***

# RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non-responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

✓ Page 8 of Legal Notice

✓ Exhibit "C" – Insurance Acknowledgement forms (pages 3 and 4)

✓ Exhibit "D" CIQ Form-Copy of County Clerk File Recording fee receipt (if applicable)

✓ Non-Collusion Affidavit of Prime Bidder

✓ Vendor Bidder Application and IRS form W-9

✓ Exhibit "F"-Certification Regarding Debarment

✓ Statement of Credentials

✓ Submittal Check List

✓ One (1) Original, three (3) Copies of Response.

Signature

Humberto García, Jr.
Printed Name

December 6, 2016.
Date

# BID PAGE

**Hidalgo County**
**Hidalgo County Precinct No. 1 – FEMA Road & Drainage Improvements to:**
**Mile 13 ½ North, Mile 11 North & Yvette Circle**
**Bid No.: 2016-398-12-07-TDL**

**SCOPE OF WORK DESCRIPTION:**
**Road & Drainage Improvements**

| | | |
|---|---|---|
| **Mile 13 ½ North** | **BID PRICE:** | $ 188,376.90 |
| **Mile 11 North** | **BID PRICE:** | $ 174,383.15 |
| **Yvette Circle** | **BID PRICE:** | $ 156,902.25 |
| **GRAND TOTAL** | **PRICE:** | $ 519,662.30 |

**BIDDER/COMPANY NAME:** 2GS, LLC, Dba Earthworks Enterprise

**ADDRESS:** P. O. Box 595

**CITY/STATE/ZIP CODE:** Peñitas, TX 78576-0595

**PHONE & FAX NO.'S:** (956) 424-3414/(956) 683-6149

**CELLULAR #:** (956) 607-4448

**AUTHORIZED SIGNATURE:** [signature]

**PRINTED NAME:** Humberto García, Jr.

**TITLE:** Member

CANCELLED 9:39 12-7-16

Witnessed

## BID FOR UNIT PRICE CONTRACTS

PLACE Edinburg, TX
DATE December 6, 2016
PROJECT NO. 2016-398-12-07-TDL

Proposal of Humberto García, Jr. (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: 2GS, LLC, Dba Earthworks Enterprise

TO the **Hidalgo County – Precinct No. 1** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of FEMA Road & Drainage having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of $250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:**

Addendum #1, Dated November 29, 2016

*Insert corporation, partnership or individual as applicable.
Bidder agrees to perform all of the _____ work described in the specifications and shown on plans, for the following unit prices:

| ITEM NO. | ITEM DESCRIPTION | | UNIT | UNIT QTY. | UNIT PRICE IN FIGURES (1) | TOTAL FIGURES |
|---|---|---|---|---|---|---|
| | Hidalgo County Precinct No. 1- Mile 13 ½ North (between Mile 4 West and F.M. 88) | | | | | |
| 1-1 | Mobilization. | | LS | 1 | $5,000.00 | $5,000.00 |
| 1-2 | Traffic Control Plan signed and sealed by a professional engineer licensed in Texas | | LS | 1 | 2,500.00 | 2,500.00 |
| 1-3 | Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base, Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base. | | SY | 8214 | 2.75 | 22,588.50 |
| 1-4 | Install Biaxial Geogrid #1200 material over Sub Base. | | SY | 8214 | 2.00 | 16,428.00 |
| 1-5 | Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder. | | SY | 8214 | 5.60 | 45,998.40 |
| 1-6 | Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material. | | SY | 8214 | 1.00 | 8,214.00 |
| 1-7 | Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface. | | SY | 7040 | 0.80 | 5,632.00 |
| 1-8 | Furnish, Install and Roll a 2-inch deep HMAC Type "D" Asphalt wear surface. | | SY | 7040 | 9.50 | 66,880.00 |
| 1-9 | Install pavement marking and lines. | | SY | 7040 | 0.65 | 4,576.00 |
| 1-10 | Regrade Roadside Ditches | | LF | 5280 | 2.00 | 10,560.00 |
| | | Hidalgo County Precinct No.1 – Mile 13 ½ North TOTAL BASE BID: | | | | $188,376.90 |

9,391 2-7-16

| ITEM NO. | ITEM DESCRIPTION | | UNIT | UNIT QTY. | UNIT PRICE IN FIGURES (1) | TOTAL FIGURES |
|---|---|---|---|---|---|---|
| | Hidalgo County Precinct No. 1- Mile 11 North (between Mile 3 ½ West and Mile 3 West) | | | | | |
| 1-1 | Mobilization. | | LS | 1 | $3,000.00 | $3,000.00 |
| 1-2 | Traffic Control Plan signed and sealed by a professional engineer licensed in Texas | | LS | 1 | 2,500.00 | 2,500.00 |
| 1-3 | Excavate and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base, Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base. | | SY | 7627 | 2.75 | 20,974.25 |
| 1-4 | Install Biaxial Geogrid #1200 material over Sub Base. | | SY | 7627 | 2.00 | 15,254.00 |
| 1-5 | Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder. | | SY | 7627 | 5.70 | 43,473.90 |
| 1-6 | Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material. | | SY | 7627 | 1.00 | 7,627.00 |
| 1-7 | Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface. | | SY | 6454 | 0.80 | 5,163.20 |
| 1-8 | Furnish, Install and Roll a 2-inch deep HMAC Type "D" Asphalt wear surface. | | SY | 6454 | 9.50 | 61,313.00 |
| 1-9 | Install pavement marking and lines. | | SY | 6454 | 0.70 | 4,517.80 |
| 1-10 | Regrade Roadside Ditches | | LF | 5280 | 2.00 | 10,560.00 |
| | | Hidalgo County Precinct No.1 – Mile 11 North TOTAL BASE BID: | | | | $174,383.15 |

9:39 12-7-16

**TOTAL MILE 13 ½ NORTH BASE BID:** $ 188,376.90

(words) One Hundred Eighty-Eight Thousand Three Hundred Seventy-Six Dollars and Ninety Cents

**TOTAL MILE 11 NORTH BASE BID:** $ 174,383.15

(words) One Hundred Seventy-Four Thousand Three Hundred Eighty-Three Dollars and Fifteen Cents

**TOTAL YVETTE CIRCLE BASE BID:** $ 156,902.25

(words) One Hundred Fifty-Six Thousand Nine Hundred Two Dollars and Twenty-Five Cents

**GRAND TOTAL PRICE:** $ 519,662.30

(words) Five Hundred Nineteen Thousand Six Hundred Sixty-Two Dollars and Thirty Cents

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of

$ 5% of Greatest Amount Bid .

($ ) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted:

By: Member
(Title)

P. O. Box 595, Peñitas, TX 78576-0595
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

9:39 12-1-16

**Statutory Payment Bond Pursuant to Chapter 2253 Of The Texas Government Code (Public Work) (Penalty of this Bond must be 100% of Contract Amount)**

Bond# 65BCSHN0600

KNOW ALL MEN BY THESE PRESENTS, That 2GS, LLC dba Earthworks Enterprise

hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of Five Hundred Nineteen Thousand Six Hundred Sixty Two and 30/100** **Dollars ($** 519,662.30 **)**

for the payment of whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the 13th day of December, 2016 for

Hidalgo County Precinct No. 1- FEMA Road & Drainage Improvements- Mile 13 1/2 North Road, Mile 11 North Road & Yvette Circle

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitation of said Chapter to the same extent as if it were copied at length herein.

**SURETY**, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise 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 to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed this instrument this day 15th of December, 2016

Witness Omar Flores

2GS, LLC

By: _____

Humberto Garcia, Jr

Witness Phil Young

Hartford Fire Insurance Company

By: _____

Andy Alvarez Attorney-In-Fact

**Statutory Performance Bond Pursuant to Chapter 2253**
**Of The Texas Government Code**
**(Public Work)**
**(Penalty of this Bond must be 100% of Contract Amount)** Bond# 65BCSHN0600

KNOW ALL MEN BY THESE PRESENTS, That 2GS, LLC dba Earthworks Enterprise

(hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of Five Hundred Nineteen Thousand Six Hundred Sixty Two and 30/100** **Dollars ($** 519,662.30 **)**

for the payment whereof the said Principal and Surety bind themselves and heir heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 13th day of December ,2016 for

Hidalgo County Precinct No. 1- FEMA Road & Drainage Improvements Mile 13 1/2 North Road, Mile 11 North Road & Yvette Circle

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise 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 to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed this instrument this day 15th of December, 2016

Witness Omar Flores

2GS, LLC

By: _____

Humberto Garcia, Jr.

Witness Phil Young

Hartford Fire Insurance Company

By: _____

Andy Alvarez , Attorney-In-Fact

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

**1-800-392-7805**

You may also write to The Hartford:

**The Hartford**
**Hartford Financial Products**
**2 Park Avenue, 5th Floor**
**New York, New York 10016**
**1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

**ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.**

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

**1-800-392-7805**

Usted tambien puede escribir a The Hartford.

**The Hartford**
**Hartford Financial Products**
**2 Park Avenue, 5th Floor**
**New York, New York 10016**
**1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).**

**UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.**

# POWER OF ATTORNEY

*Direct Inquiries/Claims to:*
**THE HARTFORD**
**Bond T-4**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
*call:* **888-266-3488** *or fax:* **860-757-5835)**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:** **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

**STATE OF CONNECTICUT**
**COUNTY OF HARTFORD** } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

**CERTIFICATE**

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 15th, 2016

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
*a practice division of the*
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

---

AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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# GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the 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;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

## ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

# SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-6.10** Delete paragraph 6.10 in its entirely and insert the following in its place:

*The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "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"

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the

wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is

entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/08/2016 |

* SUTX2011-003 08/02/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE | | |
| FINISHER (Paving & Structures) | $ 12.46 | |
| FORM BUILDER/FORM SETTER | | |
| (Structures) | $ 12.30 | |
| FORM SETTER (Paving & Curb) | $ 12.16 | |
| LABORER | | |
| Asphalt Raker | $ 10.61 | |
| Flagger | $ 9.10 | |
| Laborer, Common | $ 9.86 | |
| Laborer, Utility | $ 11.53 | |
| Pipelayer | $ 11.87 | |
| Work Zone Barricade | | |
| Servicer | $ 12.88 | |
| POWER EQUIPMENT OPERATOR: | | |
| Asphalt Distributor | $ 13.48 | |
| Asphalt Paving Machine | $ 12.25 | |
| Broom or Sweeper | $ 10.33 | |
| Crane, Lattice Boom 80 | | |
| Tons or Less | $ 14.39 | |

Crawler Tractor.....$ 16.63

Excavator, 50,000 lbs or

less.....$ 12.56

Excavator, over 50,000 lbs..$ 15.23

Foundation Drill, Truck

Mounted.....$ 16.86

Front End Loader Operator,

Over 3 CY.....$ 13.69

Front End Loader, 3 CY or

less.....$ 13.49

Loader/Backhoe.....$ 12.77

Mechanic.....$ 15.47

Milling Machine.....$ 14.64

Motor Grader Operator,

Rough.....$ 14.62

Motor Grader, Fine Grade....$ 16.52

Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER

Lowboy-Float.....$ 13.63

Single Axle.....$ 10.82

Single or Tandem Axle Dump..$ 14.53

Tandem Axle Tractor with

Semi Trailer.....$ 12.12

WELDER.....$ 14.02

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# 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


Sect. Name
3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.



**Authority:** R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
**Source:** 29 FR 97, Jan. 4, 1964, unless otherwise noted.


### 29 CFR 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.

### 29 CFR 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 types, 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, 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 United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly 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 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 instrumentalities 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 instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

## 29 CFR 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 this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 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 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

## 29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting
officer or his authorized representative, and by authorized representatives of the Department of Labor.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

## 29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a 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.
(j) 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 Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished 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 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

## 29 CFR 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 Sec. 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.

## 29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 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 1 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 Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 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 thereby, 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

## 29 CFR 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 Sec. 3.6; and shall notify the applicant in writing of his decision.

## 29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

## 29 CFR 3.10 - Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

## 29 CFR 3.11 - Regulations part of contract.

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 Sec. 5.5(a) of this subtitle.

U.S. Department of Housing
and Urban Development

**Labor Relations Desk Guide**
**LR01.DG**

# DAVIS-BACON
# *LABOR STANDARDS*

## *A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*



*January 2012*
*Previous versions obsolete*

# INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

**Visit the Office of Labor Relations on-line:**

***http://www.hud.gov/offices/olr***

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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# CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

## 1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

## 1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

## 1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

## 1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

## 1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

# CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

**WHERE TO START?** Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

## SECTION I - THE BASICS

### 2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

## 2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

## 2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

## 2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

    1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/ hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

    1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

## SECTION II - REPORTING REQUIREMENTS

### 2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

## SECTION III - PAYROLL REVIEWS AND CORRECTIONS

### 2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

### 2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

## 2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/ prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

# CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

## WHAT HAPPENS WHEN THINGS GO WRONG?

### 3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/ or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

### 3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

   1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

## 3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

## 3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

## 3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

## 3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

## ACRONYMS AND SYMBOLS

| | |
|---|---|
| CDBG - | Community Development Block Grant |
| CFR - | Code of Federal Regulations |
| CPR - | Certified Payroll Report |
| CWHSSA - | Contract Work Hours and Safety Standards Act |
| DBA - | Davis-Bacon Act |
| DBRA - | Davis-Bacon and Related Acts |
| DOL - | Department of Labor |
| FHA - | Federal Housing Administration |
| FLSA - | Fair Labor Standards Act |
| HUD - | Housing and Urban Development (Department of) |
| IHA - | Indian Housing Authority |
| LCA - | Local Contracting Agency |
| LDP - | Limited Denial of Participation |
| O/T - | Overtime |
| PHA - | Public Housing Agency |
| S/T - | Straight-time |
| SAC - | State Apprenticeship Council/Agency |
| TDHE - | Tribally-Designated Housing Entity |
| § - | Section |
| ¶ - | Paragraph |

## DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

| Project Wage Rate Sheet | U.S. Department of Housing and Urban Development Office of Labor Relations | | | | | |
|---|---|---|---|---|---|---|
| **Project Name:** | | | **Wage Decision Number/Modification Number:** | | | |
| **Project Number:** | | | **Project County:** | | | |
| **Work Classification** | **Basic Hourly Rate (BHR)** | **Fringe Benefits** | **Total Hourly Wage Rate** | **Laborers Fringe Benefits** | | $ |
| Bricklayers | | | $ | **Group #** | **BHR** | **Total Wage** |
| Carpenters | | | $ | | | $ |
| Cement Masons | | | $ | | | $ |
| Drywall Hangers | | | $ | | | $ |
| Electricians | | | $ | | | $ |
| Iron Workers | | | $ | | | $ |
| Painters | | | $ | **Operators Fringe Benefits:** | | $ |
| Plumbers | | | $ | **Group #** | **BHR** | **Total Wage** |
| Roofers | | | $ | | | $ |
| Sheet Metal Workers | | | $ | | | $ |
| Soft Floor Workers | | | $ | | | $ |
| Tapers | | | $ | | | $ |
| Tile Setters | | | $ | **Truck Drivers Fringe Benefits:** | | $ |
| **Other Classifications** | | | | **Group #** | **BHR** | **Total Wage** |
| | | | $ | | | |
| | | | $ | | | |
| | | | $ | | | |
| **Additional Classifications (HUD Form 4230-A)** | | | | | | |
| **Work Classification** | **Basic Hourly Rate (BHR)** | **Fringe Benefits** | **Total Hourly Wage Rate** | **Date of HUD Submission to DOL** | | **Date of DOL Approval** |
| | | | $ | | | |
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**U.S. Department of Labor**
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 12/31/2011

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE / HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

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(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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REMARKS

| NAME AND TITLE | SIGNATURE |
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov








**U.S. Department of Labor**
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)**

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

| NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS |
|---|---|

| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
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| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
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(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

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_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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REMARKS:

| NAME AND TITLE | SIGNATURE |
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

# Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# EMPLOYEE RIGHTS
# UNDER THE DAVIS-BACON ACT
## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING WAGES** — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME** — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT** — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES** — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY** — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO
## BAJO LA LEY DAVIS-BACON
## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

**SALARIOS PREVALECIENTES** No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

**SOBRETIEMPO** Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

**CUMPLIMIENTO** Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

**APRENDICES** Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

**PAGO APROPIADO** Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**

WHD U.S. Wage and Hour Division

# Equal Employment Opportunity is
# THE LAW

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

**DISABILITY**
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

**AGE**
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

**SEX (WAGES)**
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

**GENETICS**
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

**RETALIATION**
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

**WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

**INDIVIDUALS WITH DISABILITIES**
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

**DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

**RETALIATION**
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Programs or Activities Receiving Federal Financial Assistance

**RACE, COLOR, NATIONAL ORIGIN, SEX**
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

**INDIVIDUALS WITH DISABILITIES**
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# La igualdad de oportunidades de empleo es LA LEY

## Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

**RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA**
El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

**DISCAPACIDAD**
Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

**EDAD**
La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

**SEXO (SALARIOS)**
Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

**GENÉTICA**
El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

**REPRESALIAS**
Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

**QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN**
Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

## Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

**RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA**
El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

**PERSONAS CON DISCAPACIDADES**
La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

**VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS**
La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

**REPRESALIAS**
Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

## Programas o actividades que reciben asistencia financiera federal

**RAZA, COLOR, PROCEDENCIA, SEXO**
Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

**PERSONAS CON DISCAPACIDADES**
La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

# EMPLOYEE RIGHTS AND RESPONSIBILITIES
## UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

**For additional information:**
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
**WWW.WAGEHOUR.DOL.GOV**

U.S. Wage and Hour Division

# EMPLOYEE RIGHTS
## UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE
## $7.25 PER HOUR
**BEGINNING JULY 24, 2009**

**OVERTIME PAY**

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR**

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

***No more than***

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

**TIP CREDIT**

Employers of "tipped employees" must pay a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT**

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to $1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to $11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to $50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to $100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

**ADDITIONAL INFORMATION**

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid $4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:

**1-866-4-USWAGE** (1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

# DERECHOS DEL EMPLEADO
## BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

## SALARIO MÍNIMO FEDERAL
# $7.25 POR HORA

**A PARTIR DEL 24 DE JULIO DE 2009**

**PAGO DE SOBRETIEMPO**

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

**EMPLEO DE MENORES DE EDAD**

El empleado ha de tener por lo menos **16** años de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18** años para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14** y **15** años de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

*No más de*
- **3** horas en un día escolar o **18** horas en una semana escolar;
- **8** horas en un día no escolar o **40** horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche.** Se aplican reglas distintas al empleo agrícola.

**CRÉDITO POR PROPINAS**

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos $2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos $2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

**CUMPLIMIENTO**

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta $1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta $11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta $50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas avaluaciones, hasta $100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

**INFORMACIÓN ADICIONAL**

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de $4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.

Para información adicional:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

# WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD 1088SPA (Revised July 2009)

# CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

SAMPLE

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<br>$ 0.00 | | Original Contract Time for<br>Substantial Completion: 0 calendar days or dates |
| Net Changes from previous Change Order<br>$ 0.00 | | Net Change from previous Change Orders<br>0 calendar days |
| Contract Price prior to this Change Order<br>$ 0.00 | | Contract Time prior to this Change Order<br>Substantial Completion: 0 calendar days or dates |
| Net Increase(decrease) of this Change Order<br>$ 0.00 | | Net Increase(decrease) of this Change Order<br>0 calendar days |
| Contract Price with all approved Change Orders<br>$ 0.00 | Net % increase(decrease)from original contract price.<br>#DIV/O! % | Contract Time with all approved Change Orders<br>Substantial Completion: 0 calendar days or dates |

| RECOMMENDED: | APPROVED: | ACCEPTED: |
|---|---|---|
| By: _____<br>Enigineer (Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Date: _____ | Date: _____ | Date: _____ |

**Exhibit E-B**

## (SAMPLE)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 Payment | |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | |

SAMPLE

**Accompanying Documentation:**

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

**Exhibit E-C**

**Estimate Quantity Update Worksheet** Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

| | | | | | | FIRST MONTH | | | SECOND MONTH | | | THIRD MONTH | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | UNIT | PROJECT QTY | Unit Price | Project Amount | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) |
| | (901)ADMINISTRATIVE | | | | | | | | | | | | | |
| | (902) PRELIMINARY ENGINEERING | | | | | | | | | | | | | |
| | (903) CONSTRUCTION ENGINEERING | | | | | | | | | | | | | |
| | (904) RIGHT-OF-WAY | | | | | | | | | | | | | |
| | (905) ROADWAY CONSTRUCTION | | | | | | | | | | | | | |
| 100 | PREP ROW | Sta. | 1.100 | $1,800.00 | $1,980.00 | 1.000 | [illegible]000 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 110 | BACKFILL (TY A) | Sta. | 1.000 | $600.00 | $600.00 | [illegible]0 | [illegible] | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 247 | FLEX BASE (RDWY DEL)(TY D GR 6 CL 4) | CY | 76.000 | $28.00 | $2,128.0[illegible] | 0.[illegible] | | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 260 | LIME (TY A SLURRY) OR (TY B) | TON | 1036.000 | $2.00 | $2,0[illegible] | [illegible]00 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 260 | LIME TREAT SUBGR (DC)(12") | SY | 0.000 | $6,000.00 | $[illegible] | 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 | $[illegible]0.0 | 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 | $8.00 | $[illegible]80 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 310 | ASPH MATRL (MC-30) | GAL | 246.7 | [illegible] | [illegible]6.7 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 500 | MOBILIZATION | LS | 1.000 | $3,0[illegible] | [illegible]00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 502 | BARRICADES, SIGNS, AND TRAF HANDLE | MO | 1.000 | $1,000 | [illegible]0.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 529 | CONC CURB AND GUTTER (TY A)(BARRIER) | LF | 600.00[illegible] | $7.5[illegible] | $4,500.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 644 | SMALL RDSD SGN ASSM (TY A) | EA | 2.000 | [illegible]00 | $600.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 644 | SMALL RDSD SGN ASSM (TY F) | EA | 2.000 | [illegible]00 | $1,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 658 | DEL ASM TY A (D-SY) | EA | [illegible].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 | 400.00 | $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 | 140.00 | $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 | 2[illegible] | $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:

SAMPLE

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

| 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**

Texas Department of Transportation

*Form 252 (Rev. 12/82)*
*Page* 1 of 1
(GSD-EPC Word 97)

# Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR

PROJECT NO. COUNTY DATE WORK BEGAN

TIME COMPUTED FROM DATE WORK COMPLETED

| MONTH | DATE OR DAYS | WORKING DAYS CHARGED | | DAYS CREDITED AND REASONS THEREFORE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

# ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
*Raul Iglesias*
Raul Iglesias, Manger

DRAFT

**Exhibit E-H**

# PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

## *CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS*

**PROJECT:** **PROJECT NO.**
**OWNER:**
**CONTRACTOR:**
**ENGINEER:**

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

## Prevailing Wage Rates
## Certification Statement

**Date** _____

**Project Name** _____ **CSJ#** _____

**Contractor** _____ **Application#** _____

**I,** _____ **do hereby state:**
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

# CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,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

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

| No. | Item Code | Description | Unit | Original Schedule Value: Original Rates | Original Schedule Value: Quan | Original Schedule Value: Dollars | Revised Rates | Value: Quan | Value: Dollars | First Month: Monthly Quan | First Month: QTY to Date | First Month: Item Cost (Monthly) | Second Month: Monthly Quan | Second Month: QTY to Date | Second Month: Item Cost (Monthly) | Third Month: Monthly Quan | Third Month: QTY to Date | Third Month: Item Cost (Monthly) | Total to Date | Balance To Finish: Quan | Balance To Finish: 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 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | Total Roadway | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | (906) DRAINAGE | | | | | | | | | | | | | | | | | | | |
| 11 | 530 | Drwys (Asph Conc Pav) (PRB) | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 12 | 247 | Drwys Flexible Base | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 13 | 556 | 6" Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 14 | 556 | 18" RCP Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 15 | 465 | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 16 | 465 | Concrete Manhole | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 17 | | 15" R.C.P. | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 18 | | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 19 | | Manhole | Ea | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 20 | | 6.0" Valley Gutter | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| | | Total Drainage | | | | - | | | | | | - | | | - | | | - | - | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | TOTAL BASE AMOUNTS: | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |

Sample

Print Name

Date

Signature

Exhibit E-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.

Hidalgo County Precinct 1

**HIDALGO PRECINCT NO. 1**
A.C. CUELLAR, Jr., Commissioner

# HIDALGO COUNTY PRECINCT NO. 1-
# FEMA Road & Drainage Improvements

**COUNTY OFFICIALS**

| | |
|---|---|
| COUNTY JUDGE | RAMON GARCIA |
| COMMISSIONER PCT. #1 | A.C. CUELLAR, Jr. |
| COMMISSIONER PCT. #2 | EDDIE CANTU |
| COMMISSIONER PCT. #3 | JOE FLORES |
| COMMISSIONER PCT. #4 | JOSEPH PALACIOS |

**CONTRACTOR**

**ENGINEER**

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

Hidalgo County Precinct No. 1
**FEMA Road & Drainage Improvements to:**
**Mile 13 ½ North, Mile 11 North & Yvette Circle**
**Hidalgo County, Texas**

## Technical Specifications

### SPECIFICATIONS


**DIVISION 1 - GENERAL REQUIREMENTS**

| | | |
|---|---|---|
| 01010 | Scope of Work | 1 |
| 01110 | Summary of Work | 1 |
| 01145 | Use of Premises | 3 |
| 01321 | Construction Photography | 2 |
| 01330 | Submittal Procedures | 4 |
| 01410 | TPDES Requirements | 3 |
| 01454 | Testing Laboratory Services | 3 |
| 01502 | Mobilization | 1 |
| 01504 | Temporary Facilities and Controls | 8 |
| 01555 | Traffic Control and Regulation | 1 |
| 01570 | Storm Water Pollution Control | 11 |
| 01572 | Source Controls for Erosion and Sedimentation | 4 |
| 01573 | Filter Fabric Fence | 3 |
| 01575 | Stabilized Construction Exit | 3 |
| 01576 | Waste Material Disposal | 1 |
| 01578 | Control of Ground Water and Surface Water | 4 |
| 01720 | Project Record Documents | 2 |

**DIVISION 2 – SITE WORK**

| | | |
|---|---|---|
| 02040 | Seeding for Erosion Control | 2 |
| 02200 | Earthwork & Site Grading | 4 |
| 02233 | Clearing and Grubbing | 2 |
| 02270 | Soil Erosion and Sediment Control | 3 |
| 02316 | Excavation and Backfill for Structures | 7 |
| 02330 | Embankment | 3 |
| 02580 | Pavement Marking | 2 |
| 02738 | Lime Slurry | 5 |
| 02739 | Lime Treatment | 9 |
| 02741 | Asphaltic Concrete Pavement | 6 |
| 02742 | Prime Coat | 4 |
| 02743 | Tack Coat | 3 |
| 02746 | Geogrid | 4 |
| 02920 | Topsoiling and Finished Grading | 2 |


**END OF DOCUMENT**

# Division 1

## General Requirements

# SECTION 01010

# SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

## PART 1. GENERAL

1.01 CIVIL

A. Provide all civil work per specifications and drawings – Drainage improvements to Yvette Circle between Mile 3 West and Mile 12 ½ North.

1.02 PIPING

A. Not Applicable.

1.03 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the road. Following completion, this drawing set shall be turned over to the Engineer for updating the Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the road and turned over to the Engineer following completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

**END OF SECTION 01010**

Section 01110

SUMMARY OF WORK

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for Yvette Circle between Mile 3 West and Mile 12 ½ North, drainage improvements.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

**END OF SECTION**

Section 01145

USE OF PREMISES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as approved by the Resident Project Representative and re-sod in accordance with Section 02922

- Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

**END OF SECTION**

Section 01321

# CONSTRUCTION PHOTOGRAPHS

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

### 1.02 SUBMITTALS

A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.

B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.

D. When required by Contract Documents, submit photographs with monthly Pay Estimate.

E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.

F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

### 1.03 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

## PART 2 PRODUCTS

### 2.01 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.

B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

1. Job number.

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 E X E C U T I O N - Not Used

**END OF SECTION**

Section 01330

SUBMITTAL PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the

Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

**END OF SECTION**

# SECTION 01410

# TPDES REQUIREMENTS

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued March 5, 2003 (the Construction General Permit).

B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation with Engineer prior to start of construction.

### 1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. disturbs five acres or more, or

2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. disturbs one or more acres but less than five acres, or

2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

## PART 2 PRODUCTS - Not Used

## PART 3 EXECUTION

### 3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under Owner Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to Engineer for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT for Large and Small Construction Activity

A. Fill out, sign, and date TCEQ Form 20022 (02/03) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), SEE ATTACHMENT of this Section 01410.

B. Transmit the signed Contractor's copy of TCEQ Form 20022 (02/03), along with a $100.00 check, made out to Texas Commission on Environmental Quality.

C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.

3.03 CERTIFICATION REQUIREMENTS

A. Fill out TPDES Operator's Information form, SEE ATTACHMENT of this Section 01410, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.

B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting, SEE ATTACHMENT 4 this Section 01410.

C. Submit properly completed certification forms to Engineer for review before beginning construction operations.

D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and maintenance. Use the EPA NPDES Construction Inspection Form, SEE ATTACHMENT of this Section 01410; and the Owner's Storm Water Pollution Prevention Plan Construction Site Inspection Report, SEE ATTACHMENT of this Section 01410 to record maintenance inspections and repairs.

3.04 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000) to TCEQ. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, to TCEQ submit a copy of the SWP3 with all revisions to Engineer.

3.05 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:

1. Post the TPDES permit number for Large Construction Activity, or a signed TCEQ Construction Site Notice for Small Construction Activity. Signed copies of the Owner's and Contractor's NOI must also be posted.

2. Post notices near the main entrance of the construction site in a prominent place for public viewing. Post name and telephone number of Contractor's local contact person,

brief project description and location of the SWP3.

a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.

b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.

4. Post a notice of waste disposal procedures in a readily visible location on site.

3.06 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.

C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.08 NOTICE OF TERMINATION

A. Submit a NOTE, ATTACHMENT 7 of this Section 01410, to Project Manager within 30 days after:

1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or

2. Another operator has assumed control over all areas of the site that have not been stabilized; and

3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

B. Project Manager will complete Owner's NOT and submit Contractor and Owner's notices to the TCEQ and MS4 entities.

END OF SECTION

Section 01454

# TESTING LABORATORY SERVICES

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

### 1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

### 1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control , perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

D. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor.

### 1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

### 1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and Engineer.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Engineer and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Section 01502

MOBILIZATION

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT & PAYMENT

A. Measurement and payment for mobilization is on a stipulated price basis.

B. Mobilization payments will be made in accordance with the following provisions:

1. Authorization for payment of 50 percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:

   a. Establishment of the field office for the Resident Project Representative where an office is required by other Sections;
   b. Establishment of the Contractor's office;.
   c. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreement); and.
   d. Issuance of Notice to Proceed by Engineer to Contractor..

2. Authorization for payment of the remaining fifty (50) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the mobilization unit price.

C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

**END OF SECTION**

SECTION 01504

# TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

### 1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

## PART 2 P R O D U C T S - NOT USED

## PART 3 E X E C U T I O N

### 3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice.

Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of

known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

c. Limitation of loading pressures imposed upon portions of the Work.

d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or

storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION - 01504

Section 01555

# TRAFFIC CONTROL AND REGULATION

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Traffic Control and Regulation

### 1.02 METHODS OF PAYMENT

A. No separate payment will be made for traffic control and regulation. Include the cost of traffic control and regulation in unit price for work requiring such control.

### 1.03 REFERENCES

A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) permit (if applicable)

C. Railroad company permit(s) (if applicable)

### 1.04 PERFORMANCE REQUIREMENTS

A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, and/or Railroad Company permit, if applicable)

B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT permit, if applicable)

## PART 2 PRODUCTS

A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.

B. All equipment must be in good repair and operating order.

C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

## PART 3 EXECUTION

A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Notify, TxDOT and/or Railroad Company as required by the permit(s) (if applicable).

C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.

D. Remove system(s) upon completion of construction or when traffic control is no longer required.

END OF SECTION

# SECTION 01570

# STORM WATER POLLUTION CONTROL

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Implementation of Storm Water Pollution Prevention Plans (SWP3) described in Section 01410 - TPDES Requirement.

B. Installation and maintenance of storm-water pollution prevention structures: diversion dikes, interceptor dikes, diversion swales, interceptor swales, down spout extenders, pipe slope drains, paved flumes and level spreaders. Structures are used during construction and prior to final development of the site.

C. Filter Fabric Fences:

1. Type 1: Temporary filter fabric fences for erosion and sediment control in non-channelized flow areas.

2. Type 2: Temporary reinforced filter fabric fences for erosion and sediment control in channelized flow areas.

D. Straw Bale Fence.

### 1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

2. Payment for reinforced filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

3. Payment for drop inlet baskets if included in Bid Form is on a unit price basis for each drop inlet basket.

4. Payment for storm inlet sediment traps if included in Bid Form is on a unit price basis for each storm inlet sediment trap.

5. Payment for storm-water-pollution-prevention structures if included in Bid Form is on a lump sum basis for the project. Earthen structures with outlet and piping includes diversion dikes, interceptor dikes, diversion swales, interceptor swales, and excavated earth-outlet sediment trap, embankment earth-outlet sediment trap, down spout extenders, pipe slope drains, paved flumes, stone outlet sediment trap, and level spreaders.

6. Payment for straw bale barrier, if included in Bid Form, is on a linear foot of accepted bale barriers, if not include in cost of storm-water-pollution-prevention structures.

7. Payment for brush berm, if included in Bid Form, is on a linear foot of accepted rush berm, if not include in cost of storm water-pollution-prevention structures.

8. Payment for sandbag barrier, if included in Bid Form, is on a linear foot basis measured between limits of beginning and ending of sandbags, if not include in cost of storm-water-pollution prevention structures.

9. Payment for sediment basin with pipe outlet or stone outlet, if included in Bid

Form, is on a square yard basis, if not include in cost of storm-water-pollution-prevention structures.

10. Payment for inlet protection barriers, if included in Bid Form, is on a linear foot basis measured along outside face of inlet protection barrier, if not include in cost of storm-water-pollution prevention structures.

11. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCE STANDARDS

A. ASTM

1. A 36 - Standard Specification for Carbon Structural Steel.

2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

3. D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.

4. D 4355 - Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).

5. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

6. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

7. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

8. D 6382 - Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material.

1.04 SYSTEM DESCRIPTIONS

A. Filter Fabric Fence Type 1 and Type 2: Install to allow surface or channel runoff percolation through fabric in sheet-flow manner and to retain and accumulate sediment. Maintain Filter Fabric Fences to remain in proper position and configuration at all times.

B. Straw Bale Fence: Install to allow surface runoff percolation through straw in sheet-flow manner and to retain and accumulate sediment. Maintain Straw Bale Fence to remain in proper position and configuration at all times.

C. Interceptor Dikes and Swales: Construct to direct surface or channel runoff around the project area or runoff from project area into sediment traps.

D. Drop Inlet Baskets: Install to allow runoff percolation through the basket and to retain and accumulate sediment. Clean accumulation of sediment to prevent clogging and backups.

E. Sediment traps: Construct to pool surface runoff from construction area to allow sediment to settle onto the bottom of trap.

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's literature for product specifications and installation instructions.

C. Submit manufacture's catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.

D. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.

E. Submit shop drawings for Drop Inlet Baskets.

PART 2 P R O D U C T S

2.01 CONCRETE

A. Concrete: Class B in accordance with Section 03315 - Concrete for Utility Construction or as shown on the Drawings.

2.02 AGREGATE MATERIALS

A. Use poorly graded cobbles with diameter greater than 3 inches and less than 5 inches.

B. Provide gravel lining in accordance with Section 2320 - Utility Backfill Materials or as shown on the drawings.

C. Provide clean cobbles and gravel consisting of crushed concrete or stone. Use clean, hard crushed concrete or stone free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic matter.

D. Sediment Pump Pit Aggregate: Use nominal 2-inch diameter river gravel.

2.03 GEOTEXTILE FILTER FABRIC

A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees.

D. Mirafi, Inc., Synthetic Industries, or equivalent

2.05 FENCING

A. Wire Fencing: Woven galvanized steel wire, 14 gauge by 6-inch square mesh spacing, minimum 24 inch roll or sheet width of longest practical length.

B. Fence Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 8 inch bury and full height of filter fabric.

2.06 SANDBAGS

A. Provide woven material made of polypropylene, polyethylene, or polyamide material.

1. Minimum unit weight of four ounces per square yard.

2. Minimum grab strength of 100 psi in any principal direction (ASTM D4632).

3. Mullen burst strength exceeding 300 psi (ASTM D3786).

4. Ultraviolet stability exceeding 70 percent.

5. Size: Length:18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: 50 to 125 pounds.

2.07 DROP INLET BASKET

A. Provide steel frame members in accordance with ASTM A36.

B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.08 STRAW BALE

A. Straw: Standard-baled agricultural hay bound by wire, nylon, or polypropylene rope. Do not use jute or cotton binding.

B. Straw Bale Stakes (applicable where bales are on soil): No. 3 (3/8 diameter) reinforcing bars, deformed or smooth at Contractor's option, length as required for minimum 18 inch bury and full height bales.

PART 3 EXECUTION

3.01 PREPARATION, INSTALLATION AND MAINTAINANCE

A. Provide erosion and sediment control structures at locations shown on the Drawings.

B. Do not clear, grub or rough cut until erosion and sediment control systems are in place unless approved by Engineer to allow installation of erosion and sediment control systems, soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by Engineer to remove and discard existing system.

D. Regularly inspect and repair or replace damaged components of erosion and sediment control structures. Unless otherwise directed, maintain erosion and sediment control structure until project area stabilization is accepted. Redress and replace granular fill at outlets as needed to replenish depleted granular fill. Remove erosion and sediment control structures promptly when directed by Engineer.

E. Remove and dispose sediment deposits at the designated spoil site for the Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at approved location.

F. Unless otherwise shown on the Drawings, compact embankments, excavations, and trenches in accordance with Section 02317 Excavation and Backfill for Utilities.

G. Prohibit equipment and vehicles from maneuvering on areas outside of dedicated right of way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control structures.

H. Protect existing trees and plants.

A. Install sediment traps so that surface runoff shall percolate through system in sheet flow fashion and allow retention and accumulation of sediment.

B. Inspect sediment traps after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately.

C. Use fill material for embankment in accordance with Section 02320 - Utility Backfill Materials.

D. Excavation length and height shall be as specified on Drawings. Use side slopes of 2:1 or flatter.

E. Stone outlet sediment traps:

1. Maintain minimum of 6 inches between top of core material and top of stone outlet, minimum of 4 inches between bottom of core material and existing ground and minimum of 1 foot between top of stone outlet and top of embankment.

2. Embed cobbles minimum of 4 inches into existing ground for stone outlet. Core shall be a minimum of 1 foot in height and in width and wrapped in triple layer of geotextile filter fabric.

F. Sediment Basin with Pipe Outlet Construction Methods: Install outlet pipe and riser as shown on the Drawings.

G. Remove sediment deposits when design basin volume is reduced by one third or sediment level is one foot below principal spillway crest, whichever is less.

3.03 FILTER FABRIC FENCE CONSTRUCTION METHODS

A. Fence Type 1:

1. Install stakes 3 feet on center maximum and firmly embed minimum 8 inches in soil. If filter fabric is factory preassembled with support netting, then maximum support spacing is 8 feet. Install wood stakes at a slight angle toward the source of anticipated runoff.

2. Trench in the toe of the fence lines so the downward face of the trenches is flat and perpendicular to direction of flow. V-trench configuration as shown on Drawings may also be used.

3. Lay fabric along edges of trenches in longest practical continuous runs to minimize joints. Make joints only at a support post. Splice with minimum 6-inch overlap and seal securely.

4. Staple filter fabric to stakes at maximum 3 inches on center. Extend fabric minimum 18 inches and maximum 36 inches above natural ground.

5. Backfill and compact trench.

B. Fence Type 2:

1. Layout fence same as for Type 1.

2. Install stakes at 6 feet on center maximum and at each joint in wire fence, firmly embedded 1-foot minimum, and inclined it as for Type 1.

3. Tie wire fence to stakes with wire at 6 inches on center maximum. Overlap joints minimum one bay of mesh.

4. Install trench same as for Type 1.

5. Fasten filter fabric wire fence with tie wires at 3 inches on center maximum.

6. Layout fabric same as for Type 1. Fasten to wire fence with wire ties at 3 inches on center maximum and, if applicable, to stakes above top of wire fence it as for Type 1.

7. Backfill and compact trench.

C. Attach filter fabric to wooden fence stakes spaced a maximum of 6 feet apart or steel fence stakes spaced a maximum of 8 feet apart and embedded a minimum of 12 inches. Install stakes at a slight angle toward source of anticipated runoff.

D. Trench in toe of filter fabric fence with spade or mechanical trencher so that downward face of trench is flat and perpendicular to direction of flow. A V-trench configuration may also be used. Lay filter fabric along edges of trench. Backfill and compact trench upon completion of Construction.

E. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

F. Cut length of fence to minimize use of joints. When joints are necessary, splice fabric together only at support post with minimum 6 inch overlap and seal securely.

G. Triangular Filter Fabric Fence Construction Methods

1. Attach filter fabric to wire fencing, 18 inches on each side. Provide a fabric cover and skirt with continuous wrapping of fabric. Skirt should form continuous extension of fabric on upstream side of fence.

2. Secure triangular fabric filter fence in place using one of the following methods:

   a. Toe-in skirt 6 inches with mechanically compacted material;

   b. Weight down skirt with continuous layer of 3-inch to 5-inch graded rock; or

   c. Trench-in entire structure 4 inches.

3. Anchor triangular fabric filter fence structure and skirt securely in place using 6-inch wire staples on 2-foot centers on both edges and on skirt, or staked using 18-inch by 3/8-inch diameter re-bar with tee ends.

4. Lap fabric filter material by 6 inches to cover segment joints. Fasten joints with galvanized shoat rings.

H. Reinforced Filter Fabric Barrier Construction Methods

1. Attach woven wire fence to fence stakes.

2. Securely fasten filter fabric material to wire fence with tie wires.

3. When used in swales, ditches or diversions, elevation of barrier at top of filter fabric at flow line location in channel shall be lower than bottom elevation of filter fabric at ends of barrier or top of bank, whichever is less, in order to keep storm water discharge in channel from overtopping bank.

4. Remove sediment deposits when silt reaches depth one-third height of barrier or 6 inches, whichever is less.

3.04 DIKE AND SWALE

A. Unless otherwise indicated, maintain minimum dike height of 18 inches, measured from cleared ground at up slope toe to top of dike. Maintain side slopes of 2:1 or flatter.

B. Dike and Swale Stabilization: When shown on the Drawings, place gravel lining 3 inches thick and compacted into the soil or 6 inches thick if truck crossing is expected. Extend gravel lining across bottom and up both sides of swale minimum height of 8 inches vertically, above bottom. Gravel lining on dike side shall extend up the up slope side of dike a minimum height of 8 inches, measured vertically from interface of existing or graded ground and up slope toe of dike, as shown on Drawings.

C. Divert flow from dikes and swales to sediment basins, stabilized outlets, or sediment trapping devices of types and at locations shown on Drawings. Grade dikes and swales as shown on Drawings, or, if not specified, provide positive drainage with maximum grade of 1 percent to outlet or basin.

E. Carry out excavation for swale construction so that erosion and water pollution is minimal. Minimum depth shall be 1 foot and bottom width shall be 4 feet, with level swale bottom. Excavation slopes shall be 2:1 or flatter. Clear, grub and strip excavation area of vegetation and root material.

3.05 DOWN SPOUT EXTENDER

A. Down spout extender shall have slope of approximately 1 percent. Use pipe diameter of 4 inches or as shown on the Drawings. Place pipe in accordance with Section 2317 - Bedding and Backfill for Utilities.

3.06 PIPE SLOPE DRAIN

A. Compact soil around and under drain entrance section to top of embankment in lifts appropriately sized for method of compaction utilized.

B. Inlet pipe shall have slope of 1 percent or greater. Use pipe diameter as shown on the Drawings.

C. Top of embankment over inlet pipe and embankments directing water to pipe shall be at least 1 foot higher at all points than top of inlet pipe.

D. Pipe shall be secured with hold-down grommets spaced 10 feet on centers.

E. Place riprap apron with a depth equal to pipe diameter with 2:1 side slopes.

3.07 PAVED FLUME

A. Compact soil around and under the entrance section to top of the embankment in lifts appropriately sized for method of compaction utilized.

B. Construct subgrade to required elevations. Remove and replace soft sections and unsuitable material. Compact subgrade thoroughly and shape to a smooth, uniform surface.

C. Construct permanent paved flumes in accordance with Drawings.

D. Remove sediment from riprap apron when sediment has accumulated to depth of one foot.

3.08 LEVEL SPREADER

A. Construct level spreader on undisturbed soil and not on fill. Ensure that spreader lip is level for uniform spreading of storm runoff.

B. Maintain at required depth, grade, and cross section as specified on Drawings. Remove sediment deposits as well as projections or other irregularities which will impede normal flow.

3.09 INLET PROTECTION BARRIER

A. Place sandbags and filter fabric fences at locations shown on the SWP3.

3.10 DROP INLET BASKET CONSTRUCTION METHODS

A. Fit inlet insert basket into inlet without gaps around insert at locations shown on the SWP3.

B. Support for inlet insert basket shall consist of fabricated metal as shown on Drawings.

C. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.

D. Remove sediment deposit after each storm event and whenever accumulation exceeds 1-inch depth during weekly inspections.

3.11 STRAW BALE FENCE CONSTRUCTION METHODS

A. Place bales in row with ends tightly abutting adjacent bales. Place bales with bindings parallel to ground surface.

B. Embed bale in soil a minimum of 4 inches.

C. Securely anchor bales in place with Straw Bale Stakes driven through bales a minimum of 18-inches into ground. Angle first stake in each bale toward previously laid bale to force bales together.

D. Fill gaps between bales with straw to prevent water from channeling between bales. Wedge carefully in order not to separate bales.

E. Replace with new straw bale fence every two months or as required by Engineer.

3.12 BRUSH BERM CONSTRUCTION METHODS

A. Construct brush berm along contour lines by hand placing method. Do not use machine placement of brush berm.

B. Use woody brush and branches having diameter less than 2-inches with 6inches overlap. Avoid incorporation of annual weeds and soil into brush berm.

C. Use minimum height of 18-inches measured from top of existing ground at upslope toe to top of berm. Top width shall be 24 inches minimum and side slopes shall be 2:1 or flatter.

D. Embed brush berm into soil a minimum of 4-inches and anchor using wire, nylon or polypropylene rope across berm with a minimum tension of 50 pounds. Tie rope securely to 18-inch x 3/8-inch diameter rebar stakes driven into ground on 4-foot centers on both sides of berm.

3.13 STREET AND SIDEWALK CLEANING

A. Keep areas clean of construction debris and mud carried by construction vehicles and equipment. If necessary, install stabilized construction exits at construction, staging, storage, and disposal areas.

3.14 WASTE COLLECTION AREAS

A. Prevent water runoff from passing through waste collection areas, and prevent water runoff from waste collection areas migrating outside collection areas.

3.15 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose, so fuels, lubricants, solvents, and other potential pollutants are not washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid and solid waste. Clean and inspect maintenance areas daily.

B. Where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.16 VEHICLE/ EQUIPMENT WASHING AREAS

A. Install wash area (stabilized with coarse aggregate) adjacent to stabilized construction exit(s), as required to prevent mud and dirt run-off. Release wash water into drainage swales or inlets protected by erosion and sediment controls. Install gravel or rock base beneath wash areas.

B. Wash vehicles only at designated wash areas. Do not wash vehicles such as concrete delivery trucks or dump trucks and other construction equipment at locations where runoff flows directly into watercourses or storm water conveyance systems.

C. Locate wash areas to spread out and evaporate or infiltrate wash water directly into ground, or collect runoff in temporary holding or seepage basins.

3.17 WATER RUNOFF AND EROSION CONTROL

A. Control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

B. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff courses to prevent erosion, sedimentation or damage.

C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

D. Dispose of drainage water to prevent flooding, erosion, or other damage to the site or adjoining areas. Follow environmental requirements.

E. Retain existing drainage patterns external to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as required to control conditions.

F. Plan and execute construction and earth work to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

1. Hold area of bare soil exposed at one time to a minimum.

2. Provide temporary controls such as berms, dikes, and drains.

G. Construct fill and waste areas by selective placement to eliminate surface silts or clays which will erode.

H. Inspect earthwork periodically to detect start of erosion. Immediately apply corrective

measures as required to control erosion.

I. Dispose of sediments offsite, not in or adjacent to streams or floodplains, nor allow sediments to flush into streams or drainage ways. Assume responsibility for offsite disposal location.

J. Unless otherwise indicated, compact embankments, excavations, and trenches by mechanically blading, tamping, and rolling soil in maximum of 8 inch layers. Provide compaction density at minimum 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.

K. Do not maneuver vehicles on areas outside of dedicated rights-of-way and easements for construction. Immediately repair damage to erosion and sedimentation control systems caused by construction traffic.

L. Do not damage existing trees intended to remain.

3.18 REMOVAL OF CONTROLS

A. Remove erosion and sediment controls when the site is finally stabilized or as directed by Engineer.

B. Dispose of sediments and waste products following Section 01504- Temporary Facilities.

**END OF SECTION - 01570**

Section 01572

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of erosion and sediment control and other control-related practices, which shall be utilized during construction activities.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.

C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials as specified in this or other Specifications and in compliance with applicable federal, state, and local rules and regulations.

D. Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the SWPPP, Drawings, and this Specification.

E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified in the SWPPP, Drawings, and in this or other Specifications.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENT CONTROL SYSTEMS

A. When topsoil is specified as a component of another Specification, the Contractor shall conduct erosion control practices described in this Specification during topsoil placement operations.

1. When placing topsoil, maintain erosion and sediment control systems, such as swales, grade stabilization structures, berms, dikes, waterways, and sediment basins.

2. Maintain grades which have been previously established on areas to receive topsoil.

3. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, loosen the subgrade by discing or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.

4. No sod or seed shall be placed on soil which has been treated with soil sterilants until sufficient time has elapsed to permit dissipation of toxic materials.

3.03 SEDIMENT CONTROL MAINTENANCE

A. All erosion, sediment, and water pollution controls will be maintained in good working order. A rain gauge provided by the Contractor shall be located on the project site. Within 24 hours of a rainfall event of 0.5 inches or more as measured by the project rain gauge, the Contractor and the Resident Project Representative shall inspect the entire project to determine the condition of the control measures. Sediment shall be removed and devices repaired as soon as practicable but no later than 7 days after the surrounding ground has dried sufficiently to prevent further damage from equipment operations needed for repairs.

B. In the event of continuous rainfall over a 24 hour period, or other circumstances that preclude equipment operation in the area, the Contractor shall install additional backup storm water pollution control devices, as determined by the Resident Project Representative, by other appropriate methods. The Contractor shall remove sediment accumulations and deposit the spoils in an area approved by the Resident Project Representative as soon as practical and in accordance with the SWPPP. Any corrective action needed for the control measures is to be accomplished in the sequence directed by the Resident Project Representative; however, areas adjacent to receiving waters shall generally have priority, followed by devices protecting storm sewer inlets.

3.04 DUST CONTROL

A. Implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.

B. Control blowing dust by using one or more of the following methods:

1. Mulches bound with chemical binders.

2. Temporary vegetative cover.

3. Spray-on adhesives on mineral soils when not used by traffic.

4. Tillage to roughen surface and bring clods to the surface.

5. Irrigation by water sprinkling.

6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of straw, or similar materials.

C. Implement dust control methods immediately whenever dust can be observed blowing on the project site.

3.05 KEEPING STREETS CLEAN

A. Keep streets clean of construction debris and mud carried by construction vehicles and equipment. If necessary to keep the streets clean, install stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the stabilized construction exit, as needed. Release wash water into a drainage swale or inlet protected by erosion and sediment control measures. Construction exit and wash areas are specified in Section 01575 - Stabilized Construction Exit.

B. In lieu of or in addition to stabilized construction exits, shovel or sweep the pavement to the extent necessary to keep the street clean. Waterhosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.06 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Clean and inspect maintenance areas daily.

B. On a construction site where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.07 WASTE COLLECTION AND DISPOSAL

A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. In plan, designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

B. Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

3.08 WASHING AREAS

A. Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Designate special areas for washing vehicles. Locate these areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Beneath wash areas construct a gravel or rock base to minimize mud production.

3.09 STORAGE OF CONSTRUCTION MATERIALS AND CHEMICALS

A. Isolate sites where chemicals, cements, solvents, paints, or other potential water pollutants are stored in areas where they will not cause runoff pollution.

B. Store toxic chemicals and materials, such as pesticides, paints, and acids in accordance with manufacturers' guidelines. Protect groundwater resources from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.10 DEMOLITION AREAS

A. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or toxic pollutants shall be retained on the site and shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

3.11 SANITARY FACILITIES

A. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

B. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed form these facilities.

Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City regulations.

C. Located toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.12 PESTICIDES

A. Use and store pesticides during construction in accordance with manufacturers' guidelines and with local, state, and federal regulations. Avoid overuse of pesticides which could produce contaminated runoff. Take great care to prevent accidental spillage. Never wash pesticide containers in or near flowing streams or storm water conveyance systems.

**END OF SECTION**

Section 01573

FILTER FABRIC FENCE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control filter fabric fences used during construction and until final development of the site. The purpose of filter fabric fences is to contain pollutants from overland flow. Filter fabric fences are not for use in channelized flow areas.

1.02 UNIT PRICES

A. No separate payment will be made for Filter Fabric Fence under this section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

1.04 REFERENCES

A. ASTM D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics

B. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

PART 2 PRODUCTS

2.01 FILTER FABRIC

A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size between 50 and 140.

C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. Provide erosion and sediment control systems at the locations shown on the SWPPP. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace damaged components of filter fabric fences as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted by the City. Remove erosion and sediment control systems promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.

F. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

G. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01572- Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide filter fabric fence systems in accordance with the Drawing detail for Filter Fabric Fences. Filter fabric fences shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

B. Attach the filter fabric to steel posts spaced 6 to 8 feet and embedded a minimum of 18 inches. Steel posts shall have a minimum length of 4 feet. If filter fabric is factory preassembled with support netting, then maximum spacing allowable is 8 feet. Install stakes at a slight angle toward the source of anticipated runoff.

C. Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. The v-trench configuration as shown on the Drawings may also be used. Lay filter fabric along the edges of the trench. Backfill and compact trench.

D. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

E. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

F. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the fence or 6 inches, whichever is less.

**END OF SECTION**

Section 01575

STABILIZED CONSTRUCTION EXIT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control for stabilized construction exits used during construction and until final development of the site.

1.02 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

B. Sieve analysis of aggregates conforming to requirements of this Specification.

1.03 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

1.04 REFERENCES

A. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 P R O D U C T S

2.01 GEOTEXTILE FABRIC

A. Provide woven or nonwoven geotextile fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a minimum grab strength of 270 psi in any principal direction (ASTM D-4632), and the equivalent opening size between 50 and 140.

C. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot and shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0°F to 120°F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

2.02 COARSE AGGREGATES

A. Coarse aggregate shall consist of crushed stone, gravel, crushed blast furnace slag, or a combination of these materials. Aggregate shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

B. Coarse aggregates shall conform to the following gradation requirements.

| Sieve Size (Square Mesh) | Percent Retained (By Weight) |
|---|---|
| 2-1/2" | 0 |
| 2" | 0 - 20 |
| 1-1/2" | 15 - 50 |
| 3/4" | 60 - 80 |
| No. 4 | 95 - 100 |

PART 3 E X E C U T I O N

3.01 PREPARATION AND INSTALLATION

A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide stabilized construction roads and exits at the construction, staging, parking, storage, and disposal areas. Such erosion and sediment controls shall be constructed in accordance with the details shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace components of stabilized construction exits. Unless otherwise directed, maintain the stabilized construction roads and exits until the project is accepted by the City. Remove stabilized construction roads and exits promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

F. Conduct all construction operation under this Contract in conformance with the erosion control practices described in the Specification 01572 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide stabilized construction exits, and truck washing areas when approved by Resident Project Representative, of the sizes and locations where shown on SWPPP or as specified in this Section.

B. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilized areas which drain into a drainage system protected by erosion and sediment control measures.

C. Details for stabilized construction exit shall be shown on the SWPPP. Construction of all other stabilized areas shall be to the same requirements. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlaying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of 14 days to minimize damage potential.

D. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, receiving stream or storm water conveyance system.

E. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. Repair and clean out damaged control measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately.

F. The length of the stabilized area shall be as shown on the SWPPP, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than the full width of all points of ingress or egress.

G. Stabilization for other areas shall have the same coarse aggregate, thickness, and width requirements as the stabilized construction exit, except where shown otherwise on the SWPPP.

H. Stabilized area may be widened or lengthened to accommodate truck washing area when authorized by Resident Project Representative.

I. Alternative methods of construction may be utilized when shown on SWPPP, or when approved by the Resident Project Representative. These methods include the following:

1. Cement-Stabilized Soil - Compacted cement-stabilized soil or other fill material in an application thickness of at least 8 inches.

2. Wood Mats/Mud Mats - Oak or other hardwood timbers placed edge-to-edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.

3. Steel Mats - Perforated mats placed across perpendicular support members.

END OF SECTION

Section 01576

# WASTE MATERIAL DISPOSAL

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Disposal of waste material and salvageable material.

### 1.02 UNIT PRICES

A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

### 1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

## PART 2 PRODUCTS - Not Used

## PART 3 EXECUTION

### 3.01 SALVAGEABLE MATERIAL

A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.

### 3.02 EXCESS MATERIAL

A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.

B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03 C above.

C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

Section 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 METHOD OF PAYMENT

A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.

2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

B. Excavation drainage includes keeping excavations free of surface and seepage water.

C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.

B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Trench Safety Systems, to produce the following results:

1. Effectively reduce the hydrostatic pressure affecting:
   a. Excavations.
   b. Tunnel excavation, face stability or seepage into tunnels.

2. Develop a substantially dry and stable subgrade for subsequent construction operations.

3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.

4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.

E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

G. Assume sole responsibility for ground water and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals.

B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. Submit a plan to include the following:

1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

2. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

3. Surface water control and drainage installations.

4. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. (If Applicable)

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.

B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

C. All equipment must be in good repair and operating order.

D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

3.01 GROUND WATER CONTROL

A. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

C. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

D. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

E. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

# SECTION 01720

# PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other Modifications to the Contract
   5. Engineer Field Orders or written instructions
   6. Approved Shop Drawings, Product Data and Samples
   7. Approved Operation and Maintenance Data
   8. Field Test records
   9. Receipts for delivery of items to Owner

B. Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.

C. Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.

D. Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition of each pay application

### 1.02 RELATED REQUIREMENTS

A. Section 01300: Submittals

B. Section 01152: Applications for Payment

D. Section 01700: Contract Closeout

### 1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. File documents and samples in accordance with specification format.

B. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by Engineer and Owner.

### 1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal any work until required information is recorded.

C. Drawings; Legible mark to record actual construction:
   1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements..
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimension and detail.
   4. Changes made by Field Order or by Change Order.
   5. Details not on original contract drawings.
   6. For gravity sewer lines: Elevation and alignment of line, location of cleanouts, distance between cleanouts, and location of each service line referenced by distance from main trunk line and distance from sewer centerline to end of service line.

D. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

E. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

G. Clearly describe all change orders by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document
   5. Signature of Contractor or his authorized representative.

1.06 PAYMENT

A. Project record documents are incidental to Work for which no separate payment will be made.

B. No payment will be made to the Contractor for any portion of the work for which the project record documents including recording are not complete.

**END OF SECTION - 01720**

# Division 2
## Site Work

Section 02040

# SEEDING FOR EROSION CONTROL

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. "Seeding for Erosion Control" shall consist of preparing ground, providing for sowing of seeds, mulching with straw, hay or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

### 1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for square yard of ground cover using manufacturer recommended application rates.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

## PART 2 PRODUCTS

### 2.01 GENERAL

A. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed, (PLS = Purity x Germination), name and type of seed.

B. Additional materials required shall be provided as required.

### 2.02 SEED

A. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project.

B. Each variety of seed shall be furnished and delivered in separate bags or containers.

C. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

D. Buffalo grass shall be treated with a fungicide approved the Engineer.

E. The amount of seed planted per acre shall be of the type listed in the Table below.

| Common Name | Scientific Name |
|---|---|
| Green Spragletop | Leptochloa dubia |
| Sidoats Grama (El Reno or Premier) | Boutleoua gracilis |
| Blue Grama (Texas Grown) | Bouteloua gracilis |
| Buffalo grass (Treated) | Buchloe dactyloides |

| | |
|---|---|
| Western Wheat grass | Agropyron smithii |
| Blackwell Switchgrass | Panicum virgatum |
| Caucasian Bluestem | Andropogon caucasicus |
| K.R. Bluestem | Andropogon lehmanniana |
| Lehmann Love grass | Pennisetum ciliare |
| Rhodegrass | Chloris gayana |
| Bermuda and Giant Bermunda Grass (Hulle) | Cynodon dactylon |
| Sand Dropseed | Sporobolus cryptandrum |
| Bahiagrass (Pensacola) | Paspalum noatum |
| Weeping Lovegrass | Eragrotis curvula |
| Sand Bluestem | Andropogon hallii |

PART 3 E X E C U T I O N

3.01 PLANTING SEASON

A. All Planting shall be done between the dates specified for each highway district except as specifically authorized in writing

B. The pure live seed planted per acre shall be of the type specified with the mixture, rate and planting dates as follows except as specifically shown on plans.

a. September 15 to March 1: Seeding to be with combination of 2 pounds per 1,000 square feet of un-hulled Bermuda grass (Cynoden Dactolyn) and 2 pounds per 1,000 square feet of winter rye with a purity of 95% germination.

b. March 2 to September 14: Seeding to be with hulled Bermuda grass (Cynoden Dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.

END OF SECTION

SECTION 02200
EARTHWORK & SITE GRADING

## PART 1 - GENERAL

### 1.1 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

### 1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

### 1.3 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

### 1.4 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

## PART 3 - EXECUTION

### 3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

### 3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

## 3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

## 3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

## 3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

## 3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction

to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

## 3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

## 3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

## 3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

**END OF SECTION**

Section 02233

CLEARING AND GRUBBING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Section 01330 – Submittal Procedures.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs in accordance with the applicable portions of Section 01321 – Construction Photographs.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL

## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all soil erosion and sediment control, as indicated, in accord with provisions of Contract Documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation in order to meet the United States Environmental Protection Agency requirements.

### 1.2 QUALITY ASSURANCE

A. Erosion Control Standards:

1. United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) - Storm Water Management for Construction Activities.

2. North Central Texas Council of Governments (NCTCOG) - Storm Water Quality Best Management Practices for Construction Activities.

### 1.3 EROSION CONTROL PRINCIPLES:

A. Perform demolition, construction and other soil disturbances in a manner which minimizes soil erosion.

B. Retain and protect existing vegetation as much as is feasible.

C. Keep area which is exposed and free of vegetative cover to a minimum, within practical limits.

D. Protect exposed critical areas during prolonged construction or other land disturbance by temporary seeding, mulching or other suitable stabilization measures.

### 1.4 JOB CONDITIONS:

A. Comply with all requirements of the EPA for implementation of the storm water pollution prevention plan, under the NPDES General Permits for Storm Water Discharges from Construction Sites.

### 1.5 SUBMITTALS

A. Project Information:

1. Submit copy of NPDES Storm Water Permit for Construction Activities to Owner prior to construction.

## PART 2 - PRODUCTS

## 2.1 MATERIALS:

A. Filter Fabric: Sediment control silt fabrics, AMOCO Style #2125 or approved equal.

B. Crushed stone.

C. Metal clips or ties.

D. Steel fence posts.

E. Grass Seed: annual ryegrass or Bermuda depending on the season.

F. Concrete block.

G. Wire screen.

## PART 3 - EXECUTION

## 3.1 BEGINNING CONSTRUCTION

A. Prior to general demolition, install temporary silt fences and stabilized construction entrance as indicated on the storm water pollution prevention plan or where directed by Owner.

B. Construct erosion control devices in accordance with the storm water pollution prevention plan and as directed by the Owner during demolition and as demolition progresses.

C. Seed disturbed areas where construction activities temporarily cease at rate necessary to achieve a full stand of grass. Reseed as required until good stand of grass is achieved.

## 3.2 DURING CONSTRUCTION

A. Maintain temporary silt fences.

B. Inspect regularly, especially after rainstorms.

C. Repair or replace damaged or missing items.

D. Sow temporary grass cover over disturbed areas where construction activities temporarily cease for more than 21 days and as required by NPDES permit.

E. Install inlet protection as indicated by the storm water pollution prevention plan at each inlet.

F. Provide swales and dikes as necessary to direct all water towards a protected device.

G. Do not disturb existing vegetation (grass and trees) outside limits of demolition.

H. Remove sediment from behind temporary silt fences when it reaches a depth of 6 in.

## 3.3 COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE

A. Remove from site all temporary erosion control devices.

**END OF SECTION**

Section 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and grubbing, excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

2. No separate or additional payment will be made for clearing and grubbing, surface water control, ground water control, or for excavation drainage. Include in the unit price or lump sum construction of structures.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.

C. Select Material: Material as defined in Section 02320 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.

C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

D. ASTM D 2487 - Classification of Soils for Engineering Purposes.

E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

J. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Engineer that the procedures meet the requirements of the Specifications and Drawings.

C. Submit excavation safety system plan.

1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.

2. The excavation safety system plan shall be in accordance with the requirements of Section 01561 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.

D. Submit a ground and surface water control plan in accordance with requirements in this Section and Section 01578 - Control of Ground Water and Surface Water.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

F. Submit project record documents under provisions of Section 01785 - Project Record Documents. Record location of utilities, as installed, referenced to survey benchmarks. Include location of utilities encountered or rerouted. Give horizontal dimensions, elevations, inverts and gradients.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Contractor shall perform embedment and backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving the requirements of this Specification.

B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Backfill materials shall conform to the classifications and product descriptions of Section 02320 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by the Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 01561 - Trench Safety Systems.

D. Project sites, rights-of-way and easements shall be made ready for construction operations in accordance with Section 02233 – Clearing and Grubbing.

E. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02221 - Removing Existing Pavements and Structures.

F. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 01578 - Control of Ground Water and Surface Water.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and recompact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that the underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to the absolute minimum necessary. No additional payment will be made for excess excavation.

B. The use of explosives or headache balls is prohibited.

C. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Resident Project Representative and obtain instructions before proceeding in such areas.

D. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

E. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

F. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed by the Engineer, replace those which are damaged or destroyed by the Work.

H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 01561 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Resident Project Representative.

J. After completion of the structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Engineer in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to the Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Resident Project Representative.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.

3.05 DEWATERING

A. Provide ground water control per Section 01578 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.

C. Maintain ground water control as directed by Section 01578 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Resident Project Representative at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Resident Project Representative.

B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or a material as directed by the Resident Project Representative. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24

inches of foundation backfill material, or other means acceptable to the Resident Project Representative.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Resident Project Representative.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Resident Project Representative, at no additional cost to the Owner.

F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.

G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric as specified in Section 02621 - Geotextile, separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.

H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.

B. Where the foundation base and foundation backfill are of the same material, both may be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures under unpaved areas.

E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

F. Place backfill using cement stabilized sand in accordance with Section 02321 - Cement Stabilized Sand.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions:

1. A minimum of one test for every 100 cubic yards of compacted backfill material.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02330

EMBANKMENT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for material embankment under this section. Include payment in unit price for excavation or borrow.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft$^3$ (600 kN-m/m$^3$)).

B. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 P R O D U C T S

2.01 MATERIALS

A. Refer to Section 02315 – Roadway Excavation for acceptable excess materials from roadway excavation.

B. Refer to Section 02317 – Excavation and Backfill For Utilities for acceptable excess materials from utility excavation and trenching.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.

B. Verify removals and clearing and grubbing operations have been completed.

3.02 PREPARATION

A. Backfill tests pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.

B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 – Excavation and Backfill for Structures and Section 02320 – Utility Backfill Materials.

D. Backfill new utilities below future grade. Conform to requirements of each respective section.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.

B. Protect utilities above and below grade, which are to remain.

C. Conform to protection requirements of Section 02315 – Roadway Excavation.

3.04 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.

B. Do not place embankment fill until density and moisture content of previously placed material comply with the specified requirements.

C. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.

D. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.

E. Each layer shall be homogenous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.

F. Layers shall not exceed the following compacted thickness:

1. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.

2. Other areas: 12 inches

G. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.

H. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.

I. Construct to lines and grades shown on Drawings.

J. Remove unsuitable material and excess soil not being used for embankment from site in accordance with requirements of Section 01576 – Waste Material Disposal.

K. Maintain moisture content of embankment materials to attain required density.

L. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.05 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section or 16 foot length.

3.06 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017 under provisions of Section 01454 - Testing Laboratory Services.

B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.

C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to the Owner.

END OF SECTION

SECTION 02580
PAVEMENT MARKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pavement striping and handicap symbols.
2. Primer adhesive.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and installations instructions including guidelines and templates as required.

B. Samples: Submit test samples when requested.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Handicap parking space marking shall comply with state of Texas and city requirements.

1.4 PROJECT CONDITIONS

A. Apply marking when surfaces are thoroughly dry and when air temperature is above 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Sherwin-Williams.
2. Pratt & Lambert.

2.2 MATERIALS

A. Latex Paint:

1. Colors: White, yellow, red, and blue as required.

2. Acceptable products - Sherwin-Williams:
   a. White or Yellow: Set Fast Latex Traffic Marking Paint or Acrylic Water Borne Traffic Marking Paint.
   b. Red or Blue: Metalatex Semi-Gloss Coatings.

3. Acceptable Products - Devoe:
   a. White or Yellow: #416XX Traffic-Line Water Based Traffic Marking Paint.
   b. Red or Blue: #83XX Mirrolac W.B.

B. Paint Primer: As recommended by paint manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Ensure new concrete and asphaltic concrete paving has cured for 30 days minimum prior to application of pavement marking.

3.2 PREPARATION

A. Clean surface of scale, dirt, mud, sand gravel, oil, grease and other foreign material.

B. On portland cement concrete, apply primer for striping as recommended by paint manufacturer to act as barrier coat with curing compound.

C. Layout lines and symbols in advance of making application. Space control points at intervals to ensure accurate location of markings.

3.3 PAINT STRIPING APPLICATION

A. Lay out markings using guide line, templates and forms as required. Use white or yellow, match existing paint to distinguish parking spaces. Use red paint for fire lanes.

B. Apply 4" wide stripes at manufacturer's recommended rate.

C. Stencil "FIRE LANE - NO PARKING" in 4" high white block letters on red background 6" high and of appropriate length for lettering background at intervals not closer than 25 ft. and not farther apart than 50 ft. on curbs and pavement throughout length of fire lane.

E. Place suitable warning signs near work site to alert approaching traffic from all directions to prevent damage to newly painted surfaces.

3.4 PROTECTION

A. Protect pavement markings in accordance with manufacturer's instructions.

END OF SECTION

Section 02738

# HYDRATED LIME AND LIME SLURRY

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. This item establishes the requirements for hydrated lime and commercial lime slurry of the type and grade considered suitable for use in the treatment of natural or processed materials or mixtures for stabilization of subgrade, subbase and base construction.

B. This specification is applicable for projects or work involving either inch-pound or SI units. Within the text and accompanying tables, the inch-pound units are given preference followed by SI units shown within parentheses.

### 1.02 MEASUREMENT AND PAYMENT

A. Lime will be measured and paid for in accordance with the governing specifications for the items of construction in which lime is used (e.g. Standard Specification 02739 " LIME TREATMENT"), except that lime treatment for small applications required to stabilize a problem area shall be paid per pound (kilograms: 1 kilogram equals 2.205 pounds) applied. The unit bid price for small applications shall include full compensation for all spreading, mixing and shaping required to stabilize the surface and for any other materials, manipulation, labor, tools, equipment and incidentals necessary to complete the work.

B. Payment will be made under the following:

| | |
|---|---|
| Small Area Application of Hydrated Lime, Type A | Per Pound. |
| Small Area Application of Lime Slurry, Type B | Per Pound. |
| Small Area Application of QuickLime, Type C | Per Pound. |

### 1.03 SUBMITTALS

The submittal requirements of this specification item may include:

A. A plan identifying type, grade, chemical and physical composition of proposed lime application, and

B. A plan for sampling and testing of lime slurry.

1.04 REFERENCES

| | |
|---|---|
| 02739 | Lime Treatment |

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

| Designation | Description |
|---|---|
| Item No. 264 | Lime and Lime Slurry |

Texas Department of Transportation: Manual of Testing Procedures

| Designation | Description |
|---|---|
| Tex-112-E | Methods of Admixing Lime to Reduce Plasticity Index of Soils |
| Tex-121-E | Soil Lime Testing |
| Tex-600-J | Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry |

Texas Department of Transportation: Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

| Designation | Description |
|---|---|
| Item No. 100 | Preparing Right of Way |
| Item No. 110 | Excavation |
| Item No. 112 | Subgrade Widening |
| Item No. 132 | Embankment |
| Item No. 150 | Blading |
| Item No. 158 | Specialized Excavation Work |
| Item No. 204 | Sprinkling |
| Item No. 210 | Rolling (Flat Wheel) |
| Item No. 211 | Rolling (Tamping) |
| Item No. 213 | Rolling (Pneumatic Tire) |

Texas Department of Transportation: Manual of Testing Procedures

| Designation | Description |
|---|---|
| Tex-103-E | Determination of Moisture Content of Soil Materials |
| Tex-104-E | Determination of Liquid Limit of Soils |
| Tex-105-E | Determination of Plastic limit of Soils |
| Tex-106-E | Method of Calculating the Plasticity Index of Soils |
| Tex-114-E | Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade and Soil |
| Tex-115-E | Field Method for Determination of In-Place Density of Soils & Base Materials |

## PART 2 PRODUCTS

### 2.01 MATERIALS

The various types and grades are defined and identified as follows:

A. Type A (Hydrated Lime)

Type A Hydrated Lime shall consist of a dry powder obtained by treating quicklime with enough water to satisfy its chemical affinity for water under the conditions of its hydration. This material shall consist essentially of calcium hydroxide or a mixture of calcium hydroxide and a small allowable percentage of calcium oxide, magnesium oxide and magnesium hydroxide.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

Chemical Composition Requirements

| | |
|---|---|
| Total "active" lime content, percent by weight (mass) {i.e., % by weight (mass) [$Ca(OH)_2$] + % by weight (mass) [CaO]} | Minimum 90.0 % |
| Note: No more than 5 % by weight (mass) calcium oxide (unhydrated lime) will be allowed in determining the total 'active' lime content. | |
| Unhydrated lime content, % by weight (mass), CaO | Maximum 5.0 % |
| "Free water" content, % by weight (mass), $H_2O$ | Maximum 5.0 % |

The percent by weight (mass) of residue retained, wet sieve, shall conform to the following requirements:

Wet Sieve Requirements

| | |
|---|---|
| Residue retained on No. 6 (3.35 mm) sieve | Maximum. 0.2 % |
| Residue retained on No. 30 (600 □m) sieve | 4.0 % |

Specifications for Type A applies specifically to the normal hydrate of lime made from "high-calcium" type limestone. Hydrated Lime for stabilization purposes shall be applied as a dry powder or mixed to form a slurry before application as indicated on the Drawings. The slurry shall be free of liquid other than water.

B. Type B (Commercial Lime Slurry)

Type B Lime Slurry shall be a pumpable suspension of solids in water. The slurry shall be furnished at or above the minimum "Dry Solids" content as approved by the Engineer or designated representative and must be of a consistency that can be handled and uniformly applied without difficulty. The water of the liquid portion of the slurry shall not contain dissolved material in sufficient quantity and/or nature to make it injurious or objectionable for the purpose intended. The solids portion of the mixture, when considered on the basis of "solids content", shall consist principally of hydrated lime of a quality and fineness sufficient to meet the requirements as to chemical composition and residue identified below.

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, hydrated lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity Ca(OH)2 of not less than 87 percent by weight (mass).

2. Residue (Wet Sieve)

The percent by weight (mass) of residue retained in the "solids content" of lime slurry shall conform to the following requirements:

| | |
|---|---|
| Residue retained on No. 6 (3.35 mm) sieve | Maximum 0.2 % |
| Residue retained on No. 30 (600 □m) sieve | Maximum 4.0 %. |

C. Type C: Quicklime Pellets

Quicklime pellets shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and are only allowable when indicated on the Drawings or when approved by the Engineer or designated representative. Quicklime pellets shall be of a gradation suitable for either "Dry Placing" or for preparation of a slurry for "Wet Placing".

When sampled and tested according to prescribed TxDOT Standard Specification Item No. 264, the quicklime lime shall conform to the following requirements as to chemical and physical composition:

1. Chemical Composition. The "solids content" of lime slurry shall have a hydrate alkalinity CaO of not less than 87 percent by weight (mass).

2. Residue (Wet and Dry Sieve)

The percent by weight (mass) retained in the "solids content" of quicklime shall conform to the following requirements:

Wet Sieve Requirements

| | |
|---|---|
| Residue retained on No. 6 (3.35 mm) sieve | Maximum 8.0 % |

Dry Sieve Requirements

| | |
|---|---|
| Retained on 1 inch (25 mm) sieve | 0.0 % |
| Retained on 3/4 inch (19 mm) sieve | Maximum of 10.0 % |
| Retained on No. 100 (150 □m) sieve | Minimum of 80.0 % |

D. Water

Water shall be clean and free of industrial wastes and other objectionable substances harmful to the lime and the environment.

2.02 SAMPLING AND TESTING

The sampling and testing of lime slurry shall be conducted in accordance with TxDOT Test Methods: Tex-112-E, Tex-121-E and Tex-600-J.

END OF SECTION

Section 2739

LIME TREATMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item shall govern the preparation and treatment of the subgrade, existing subbase or existing base by pulverizing the existing materials; furnishing and applying lime; mixing; mellowing for a minimum of 12 hours and compacting the mixed material to the required depth and density. This item applies to treatment of natural ground, embankment or existing pavement structure and shall be constructed as specified herein and in conformity with the typical sections, lines and grades on the drawings or as directed by the Engineer or designated representative. If the type of lime to be placed is not indicated on the drawings, the Contractor shall use Type B, Commercial Lime Slurry or Type C quick lime pebbles for all applications on areas larger than 100 square feet (10 square meters).

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text inch-pound units are given preference followed by SI units shown within parentheses.

1.02 SUBMITTALS

The submittal requirements of this specification item may include:

A. Mix design information (Transportation Criteria Manual Section 3.2.1.A, "Lime Stabilization"),

B. Type of lime and rate of lime application, and

C. Equipment proposed for use in proof rolling, pulverizing, mixing, placement and compaction operations.

1.02 MEASUREMENT AND PAYMENT

A. Lime-conditioning of the type, grade and rate of application on the subgrade, existing subbase and existing base shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters) to neat lines as shown on the typical sections.

B. Reworking a section to provide the proper compaction shall be measured by the square yard (square meter: 1 square yard equals 0.836 square meters).

C. Work performed and materials furnished as prescribed by this item and measured as provided under "Measurement" will be paid for as follows:

1. "Lime Treated Subgrade," "Lime Treated Existing Subbase" and "Lime Treated Existing Base" will be paid for at the unit bid price per square yard.

2. The unit bid prices shall include full compensation for: preparing the roadbed; furnishing all materials; all freight involved; public scales weighing charges or furnishing scales and labor involved in weighing the material; loosening, mixing, pulverizing, spreading, drying, furnishing and application of lime, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, reworking, labor, equipment, fuels, tools and incidentals necessary to complete the work.

3. Reworking a section shall include full compensation for: loosening lime treated layer, furnishing and application of additional lime, road mixing, sprinkling, rolling, shaping, proof rolling, maintenance and all manipulations, labor, equipment, fuels, tools and incidentals necessary to complete reworking.

4. Payment will be made under one of the following:

| | |
|---|---|
| Lime Treated Subgrade, (8in. Thick) | Per Square Yard. |
| Lime Treated Existing Subbase, (8in. Thick) | Per Square Yard. |
| Lime Treated Existing Base, (8 in. Thick) | Per Square Yard. |

1.03 REFERENCES

| Designation | Description |
|---|---|
| 02738 | Hydrated Lime and Lime Slurry |
| 01572 | Source Controls for Erosion and Sedimentation |
| 02041 | Rolling |
| 02741 | Asphalt Concrete Pavement |

Texas Department of Transportation: Manual of Testing Procedures

| Designation | Description |
|---|---|
| Tex-101-E, Part III | Preparation of Soil and Flexible Base Materials for Testing |
| Tex-106-E | Methods of Calculating the Plasticity Index of Soils |
| Tex-114-E | Laboratory Compaction Characteristics & Moisture Density Relationship of Subgrade & Embankment Soil |
| Tex-115-E | Field Method for Determination of In-Place Density of Soils & Base Materials |
| Tex-121-E, Part II | Soil Lime Testing |
| Tex-140-E | Measuring Thickness of Pavement Layer |
| Tex-600-J | Sampling and Testing of Hydrated Lime, Quicklime and Commercial Lime Slurry |

***RELATED*** CROSS REFERENCE MATERIALS

Texas Department of Transportation: Manual of Testing Procedures

| Designation | Description |
|---|---|

| | |
|---|---|
| Tex-103-E | Determination of Moisture Content in Soil Materials |
| Tex-104-E | Determination of Liquid Limit of Soils |
| Tex-105-E | Determination of Plastic Limit of Soils |

## PART 2 PRODUCT

### 2.01 MATERIALS

A. Lime.

1. The lime shall meet the requirements of SECTION 02738 "Hydrated Lime and Lime Slurry" for the type of lime specified in the drawings or as directed by the Engineer or designated representative.

2. When Type B, Commercial Lime Slurry, is specified, the Contractor shall select the "Dry Solids" content to be used in the slurry prior to construction and shall notify the Engineer in writing 5 working days before changing the "Dry Solids" content.

3. When dry placement of Type C quicklime pebbles are indicated on the Drawings or approved by the Engineer or designated representative, the pebbles shall conform to TxDOT Grade DS (TxDOT Specification Item 264) and shall have a gradation suitable for dry placement.

4. If lime is furnished in bags, each bag shall bear the manufacturer's certified weight (mass). Bags varying more than 5 percent from that weight (mass) may be rejected and the average weight (mass) of bags in any shipment, as shown by weighing 10 bags selected at random, shall not be less than the manufacturer's certified weight (mass).

B. Water

The water shall meet the material requirements of applicable specification in this project manual.

C. Asphalt

The asphalt shall conform to the requirements of 02741 Asphalt Concrete Pavement

## PART 3 EXECUTION

### 3.01 EQUIPMENT

A. The pulverizing, mixing and proof rolling machinery, tools and equipment, which are necessary for the proper execution of the work, shall be approved by the Engineer or designated representative. The equipment shall be located on the project site prior to the initiation of construction operations.

B. During the conduct of the Work all in-use machinery, tools and equipment shall be maintained in a satisfactory and workmanlike manner.

C. Hydrated lime shall be stored and handled in closed, weatherproof containers up to the time that mixing is initiated to form a slurry for distribution on the areas to be treated. If storage bins are used, they shall be completely enclosed. Hydrated lime in bags shall be stored in weatherproof buildings with adequate protection from ground dampness.

D. If lime is furnished in trucks, each truck shall have the weight (mass) of lime certified on public scales or the Contractor shall place a set of standard platform truck scales or hopper scales at a location approved by the Engineer or designated representative.

3.01 CONSTRUCTION METHODS

A. General

a. Prior to commencement of the work, all required erosion control and tree protection measures shall be in place and the utilities located and protected as specified in the City of Austin Standard Contract Document Section 00700, "General Conditions". Construction equipment shall not be operated within the drip line of trees unless otherwise indicated on the drawings or directed by the Engineer or designated representative. Construction materials shall not be stockpiled under the canopies of trees. Excavation or embankment materials shall not be placed within the drip line of trees until appropriate tree wells are constructed.

b. The placement of lime shall not be allowed to adversely impact vegetation, drainageways or waterways, storm water inlets or overflow channels. Structures shall be screened, blocked or protected to prevent lime from entering any structure or waterway.

c. It is the primary requirement of this specification to secure a completed course of treated material, which contains a uniform lime mixture at the rate specified on the drawings or directed by the Engineer or designated representative, is free from loose or segregated areas, exhibits uniform density and moisture content, is well bound for its full depth and displays a smooth surface suitable for placement of subsequent courses. It shall be the responsibility of the Contractor to: regulate the sequence of his work, use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

B. Preparation of Subgrade or Existing Base.

a. Unless indicated otherwise on the drawings or directed otherwise by the Engineer or designated representative, the Contractor shall proof roll the roadbed/subgrade in accordance with Standard Specification Item No. 236S, "Rolling (Proof)" prior to pulverization or scarification of the existing material and/or subgrade. Any unstable or spongy subgrade areas identified by proof rolling shall be corrected either by additional re-working, drying and compaction, or by removal and replacement of unsuitable materials. When specifically directed by the Engineer or designated representative, the Contractor shall re-work the subgrade in accordance with Section 201S.3, "Construction Methods" of Standard Specification Item No. 201S, "Subgrade Preparation."

b. Prior to treatment of existing material and/or subgrade the layer to be treated shall be constructed shaped to conform to the typical sections, lines and grades as indicated on the Drawings or as established by the Engineer or designated representative. This work shall be done in accordance with the provisions of applicable bid items. When shown on the Drawings, any existing asphaltic concrete pavement shall be removed and the work will be paid for in accordance with the applicable bid items.

c. When the Contractor elects to use a cutting and pulverizing machine that will process the material to the specified depth, the Contractor will not be required to excavate to the secondary grade or windrow the material. This method will be permitted only if a machine is provided, which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a uniform surface over the entire width of the cut. The machine shall provide a visible indication of the depth of cut at all times.

d. The material, either before or after lime is applied, shall be excavated to the secondary grade (i.e. proposed depth of lime treatment) and removed or windrowed to expose the secondary grade. The secondary grade shall be blue topped at the edge, 1/4 points and along the centerline at not more than 50-foot (15.25 meters) centers. Any wet or unstable materials, located below the secondary grade, shall be corrected, as directed by the Engineer or designated representative, by removing the unstable material or by scarifying, adding lime and compacting until uniform stability is attained.

e. The Contractor shall instruct their crews in the proper handling of lime to ensure that the workers and the public are adequately protected during lime handling and application operations.

C. Premixing Surface

a. When any material is uncovered during the premixing operation that exhibits properties different from the anticipated material, the Engineer or designated representative shall secure a sample of the material for appropriate testing to establish a suitable rate of lime application for the material.

D. Lime Application

a. The percentage of lime to be added by weight (mass) in pounds per square yard (kilograms per square meter) shall be as directed in this document or in accordance with the Lime mix design indicated on the Drawings and may be varied by the Engineer or designated representative if conditions warrant.

b. Unless otherwise approved by the Engineer or designated representative, the lime operation shall not be started when the air temperature is below 41oF (5oC) and falling, but may be started when the air temperature is above 35oF (2oC) and rising. The temperature will be taken in the shade and away from artificial heat.

c. Lime shall not be placed when weather conditions in the opinion of the Engineer or designated representative are unsuitable.

d. Lime shall only be applied to those areas that can be properly processed during the same working day.

e. The application and mixing of lime with the existing material shall be accomplished by the methods hereinafter described as "Dry Placement" or "Slurry Placement." Dry placement will only be permitted for small isolated areas as indicated on the drawings or as directed by the Engineer or designated representative. The minimum rate of lime solids application shall be seven (7) percent by weight (mass), unless indicated otherwise on the Drawings or as directed by the Engineer or designated representative.

f. Any lime exposed to the air for more than six (6) hours and any lime lost or damaged before application due to rain, wind or other cause will be rejected and replaced by the Contractor at its own expense.

1. Dry Placement

a. The lime shall be spread by a spreader approved by the Engineer or designated representative or by bag distribution at the rates shown on the Drawings or as directed by the Engineer or designated representative.

b. The lime shall be distributed at a uniform rate and in such manner as to reduce the scattering of lime by wind. Lime shall not be applied when the wind conditions, in the opinion of the Engineer or designated representative, are such that blowing lime becomes objectionable to adjacent property owners or dangerous to traffic. A motor grader will not be used to spread Type A Hydrated lime but may be used to spread Type C Quicklime Grade "DS" pebbles.

c. The material shall be sprinkled, as approved by the Engineer or designated representative, until the proper moisture content has been secured.

2. Slurry Placement

a. The lime shall be mixed with water in a mixer or trucks with approved distributors to form a slurry with a solids content approved by the Engineer or designated representative. Application of the slurry shall be attained by

successive passes over a measured section of roadway until the proper moisture and lime content has been secured. The distributor truck shall be equipped with an agitator, which will keep the lime and water in a uniform mixture.

E. Mixing

a. The mixing procedure shall be the same for "Dry Placement" or "Slurry Placement" as herein described.

b. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or to excessive loss due to washing or blowing will not be accepted and the area shall be retreated.

c. In addition to the above, when Type C Quicklime, Grade "DS", is used under "Dry Placing", the material and lime shall be mixed as thoroughly as possible at the time of the lime application. Sufficient moisture shall be added during the mixing to hydrate the quicklime. After mixing, and prior to compaction, the mixture of material, quicklime and water, shall be moist cured for two (2) to seven (7) days, as approved by the Engineer or designated representative. After curing, mixing shall continue until the material and lime are thoroughly blended to the satisfaction of the Engineer or designated representative.

d. The material and lime shall be thoroughly mixed by road pulverizer equipment approved by the Engineer or designated representative. The material and lime shall be brought to the proper moisture content and the mixing shall be continued until a homogeneous, friable mixture of material and lime is obtained. The lime-material mixture shall be free from all clods or lumps so that, when all nonslaking aggregates retained on the #4 (4.75 mm) sieve are removed, the remainder of the material shall meet the following pulverization requirements, when tested in accordance with TxDOT Test Method Tex-101-E, Part III:

| | Percent |
|---|---|
| Minimum Passing the 1 3/4 inch (45 mm) Sieve | 100 |
| Minimum Passing the 3/4 inch (19 mm) Sieve | 85 |
| Minimum Passing the No. 4 (4.75 mm) Sieve | 60 |

When the lime-material mixture satisfies the requirements above, the mixture shall be allowed to "mellow" for a minimum of 12 hours prior to the initiation of compaction.

F. Compaction

a. Prior to initiation of compaction, the material shall be aerated or sprinkled as necessary to provide the optimum moisture. The lime-conditioned materials shall then be shaped and uniformly compacted to the sections; lines and grades indicated on the drawings or as directed by the Engineer or designated representative. Compaction shall continue until the entire depth of mixture is uniformly compacted as shown on the Drawings, as specified herein, or as directed by the Engineer or designated representative.

b. When shown on the Drawings or approved by the Engineer or designated representative, multiple lifts will be permitted; however the 12-hour "mellowing" procedure is required for each lift. Individual lift thickness should not exceed 8 inches (200 mm).

c. The course shall be sprinkled as required and compacted to the extent necessary to provide the density specified below:

| Description | Density, Percent |
|---|---|
| For lime-conditioned subgrade, existing subbase or existing base that will receive subsequent subbase or base courses. | Not less than 95% of 'optimum density' or as otherwise indicated on the drawings. |
| For lime-conditioned existing base that will receive surface courses | Not less than 98% of 'optimum density' or as otherwise indicated on the drawings. |

d. Testing for the 'optimum density' used for compaction control shall conform to TxDOT Test Method Tex-113-E. In addition to the requirements specified for density, the full depth of the material indicated shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed and proof rolled in accordance with Specification Section No. 236S, in place compaction tests will be conducted, as necessary, by the Engineer or designated representative in accordance with TxDOT Test Method, Tex 115-E. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout the entire operation the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the Drawings or as established by the Engineer or designated representative.

e. If the lime-conditioned material, due to any reason or cause, loses the required stability, density and finish before the next course is placed, it shall be re-compacted and refinished at the sole expense of the Contractor.

G. Reworking a Section

a. When a section is reworked within 72 hours after completion of compaction, the Contractor shall rework the section to provide the required compaction. When a section is reworked more than 72 hours after completion of compaction, the Contractor shall add 25 percent of the original specified rate of lime application during the reworking operation.

b. Reworking shall include loosening, road mixing as approved by the Engineer or designated representative, compacting and finishing. When a section is reworked, a new optimum density will be determined from the reworked material in accordance with TxDOT Test Method Tex-113-E.

3.02 FINISHING, CURING AND PREPARATION FOR SURFACING

A. After the final layer or course of the lime conditioned subgrade, subbase or base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections indicated on the drawings. The completed section shall then be "finished off" by rolling with a pneumatic tire or other suitable roller, approved by the Engineer or designated representative, that is sufficiently light in loading to prevent hair cracking.

B. The Contractor shall set blue tops at edges, 1/4 point, and along the centerline at not more than 50 foot (15.25 meter) spacing. The completed section shall be maintained in a moist cured condition for a minimum of 3 days either by maintenance of moist conditions by water sprinkling or by the prevention of moisture loss due to drying by the addition of an asphalt prime coat as indicated on the drawings or as directed by the Engineer or designated representative at the rate of 0.05 to 0.20 gallons per square yard (0.2 to 0.9 liters per square meter) before further courses are added or any through traffic is permitted, unless otherwise directed by the Engineer or designated representative. Curing shall continue for a minimum of seven (7) days before further courses are added or traffic is permitted access, unless a shorter curing period is approved by the Engineer or designated representative.

C. If the drawings require the lime-conditioned material to be sealed or covered by other courses of material, the seal or other course shall be applied within 14 days after final mixing is completed, unless otherwise directed by the Engineer or designated representative. If the 14 day limit cannot be achieved because of insufficient strength gain or other problem with the lime-treated layer, the Contractor shall rework the section in accordance with Section 203S.5(G) above.

3.03 SAMPLING AND TESTING

A. The lime-conditioned mixture shall be tested daily at the Project site for conformance to specification requirements. The Engineer or designated representative shall determine sample locations based on the Contractor's anticipated production. Each day's anticipated production shall be sectioned into three (3) equal, single-pass, sub-area lots. Each day's sample locations shall be equally distributed over the three (3) sub-areas. Also, no more than one location of the three (3) sub-areas is to be located in an irregular shaped area such as a cul-de-sac.

B. When, in the opinion of the Engineer or designated representative, test results appear unrepresentative, additional testing may be authorized. Retesting due to failures or to resolve unrepresentative results will be at the expense of the Contractor and the results of the retesting shall be averaged with the results of the original testing. If the results of retesting indicate that the original testing was erroneous, the original test results will be discarded.

C. The Engineer will obtain samples of completed work to conduct the following tests:

Testing Requirement TxDOT Test Procedure

| | |
|---|---|
| Optimum Moisture Density | Test Method Tex-113E |
| In-Place Density of Lime Conditioning | Test Method Tex 115-E |
| Thickness of Lime Conditioning | Test Method Tex-140-E & Tex-600-J |
| PI Reduction | Test Method Tex-106-E |

The contractor shall repair areas disturbed while obtaining samples.

3.04 TOLERANCES

A. In-Place Density

a. The Work may be accepted provided no more than one (1) out of the most recent five (5) density tests performed is below the specified density, provided that the failing test is not more than 3 pounds per cubic foot (50 kilograms per cubic meter) below the specified density.

B. Dimensional

a. Areas of lime conditioning which do not meet the tolerances specified below will be delineated and shall be corrected to drawing dimensions by scarifying, remanipulating and recompacting the deficient areas at the Contractor's sole expense.

1. Thickness Requirements:

Under thickness shall not exceed ¾ inch (19 mm). Overthickness will be waived at no additional cost to the City.

2. Widths Requirements:

Roadway under width shall not exceed 6 inches (150 mm). Shoulder underwidth shall not exceed 3 inches (75 mm). If lime conditioning for both roadway and shoulder is constructed at the same time, the 6-inch (150-mm) underwidth tolerance shall apply. Overwidth will be waived at no additional cost to the City.

END OF SECTION

Section 02741

# ASPHALTIC CONCRETE PAVEMENT

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

### 1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for asphaltic concrete pavement is on square yard basis. Separate pay items reused for each different required thickness of pavement.

2. Payment for asphaltic concrete pavement includes payment for associated work performed in accordance with Section 02743 - Tack Coat.

3. Payment for asphaltic concrete in miscellaneous areas is on a square yard basis. Miscellaneous areas include tie-in to existing driveways.

4. No separate payment will be made under this section for asphaltic concrete provided for Section 02951-Pavement Replacement for Utility Construction

5. Refer to Section 01270 - Measurement and Payment for unit price procedures.

6. Refer to Paragraph 3.08 for unit price adjustments.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

### 1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

C. Submit proposed design mix and test data for each type and strength of surface course in Work.

D. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

| GRADUATION OF COMPOSITE AGGREGATE | |
|---|---|
| **Sieve Size** | **Percent Passing** |
| 1/2" | 100 |
| 3/8" | 85 to 100 |
| #4 | 50 to 70 |
| #10 | 32 to 42 |
| #40 | 11 to 26 |
| #80 | 4 to 14 |
| #200 | 1 to 6* |
| *2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used | |

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

| VISCOSITY GRADE |
|---|

| TEST | AC-10 | | AC-20 | |
|---|---|---|---|---|
| | Min. | Max. | Min. | Max. |
| Viscosity, 140° F stokes | 1000 | ± 200 | 2000 | ± 400 |
| Viscosity, 275° F stokes | 1.9 | - | 2.5 | - |
| Penetration, 77° F, 100g, 5 sec. | 85 | - | 55 | - |
| Flash Point, C.O.C., F. | 450 | - | 450 | - |
| Solubility in trichloroethylene, percent | 99.0 | - | 99.0 | - |
| Tests on residues from thin film oven tests: | | | | |
| Viscosity, 140° F stokes | | 3000 | - | 6000 |
| Ductility, 77° F, 5 cms per min., cms | 100 | - | 70 | - |
| Spot tests | Negative for all grades | | | |

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

| Percent Density | | Percent | HVEEM Stability Percent |
|---|---|---|---|
| Min. | Max. | Optimum | Not Less Than |
| 94.5 | 97.5 | 96 | 35 |

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare subgrade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Adjusted Unit Price shall be ratio of average thickness as determined by cores to thickness bid upon, times unit price bid.

2. Adjustment shall apply to lower limit of 90 percent and upper limit of 105 percent of unit price.

3. Average depth below 90 percent may be rejected by Engineer.

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

Section 02742

PRIME COAT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Prime coat for asphaltic concrete paving

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for prime coat under this Section. Include payment in unit price for material being primed.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed prime coat.

C. Submit report of recent calibration of distributor.

PART 2 PRODUCTS

A. Cutback Asphalt

B. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

C. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

| PROPERTIES | TYPE - GRADE | | | |
|---|---|---|---|---|
| | MC-30 | | MC-70 | |
| | MIN. | MAX. | MIN. | MAX. |
| Water, Percent | --- | 0.2 | --- | 0.2 |
| Flash Point, T.O.C., °F | 100 | --- | 100 | --- |
| Kinematic Viscosity at 140°F, cst | 30 | 60 | 70 | 140 |

2. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

| TEMPERATURE | TYPE-GRADE | | | |
|---|---|---|---|---|
| | MC-30 | | MC-70 | |
| | MIN. | MAX. | MIN. | MAX. |
| to 437°F | --- | 25 | --- | 20 |
| to 500°F | 40 | 70 | 20 | 60 |
| to 600°F | 75 | 93 | 65 | 90 |
| Residue from 680°F Distillation, Volume, Percent | 50 | --- | 55 | --- |

3. Tests on Distillation Residue:

| TEST | TYPE-GRADE | | | |
|---|---|---|---|---|
| | MC-30 | | MC-70 | |
| | MIN. | MAX. | MIN. | MAX. |
| Penetration at 77°F, 100g, 5 sec., cm | 120 | 250 | 120 | 250 |
| Ductility at 77°F, 5 cm/min., cm | 100* | --- | 100* | --- |
| Solubility in Trichloroethylene, % | 99 | --- | 99 | --- |
| Spot Test | All Negative | | | |

*If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable if its ductility at 60 degrees F is more than 100 cm.

2.02 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to the following requirements:

| PROPERTIES | MIN. | MAX. |
|---|---|---|
| Fural Viscosity at 77°F, Sec | 14 | 40 |
| Residue by Evaporation, % by Weight | 60 | - |
| Sieve Test, % | - | 0.1 |
| Particle Charge Test | Positive | |
| Tests on the Distillation Residue: | | |
| Flash Point, COC (F) | 400 | - |
| Kinematic Viscosity @ 140 F (cst) | 190 | 350 |

B. For use, EPR-1 may be diluted with water up to a maximum three parts water to one part EPR-1 in order to achieve desired concentration of residual resin/asphalt to facilitate application.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course surface of loose material by brooming prior to application of prime coat.

B. Prepare sufficient base in advance of paving for efficient operations.

3.03 APPLICATION, BASIC

A. Apply prime coat with approved type of self-propelled pressure distributor. Distribute prime coat evenly and smoothly under pressure necessary for proper distribution.

B. Keep storage tanks, piping, retorts, booster tanks, and distributors used in handling asphaltic materials clean and in good operating condition. Conduct operations so that asphaltic material does not become contaminated.

C. If yield of asphaltic material appears to be in error, recalibrate distributor prior to continuing work.

D. Maintain the surface until Work is accepted by Owner.

3.04 APPLICATION, CUTBACK ASPHALT

A. Do not place prime coat when air temperature is below 60 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 50 degrees F and rising.

B. Distribute at rate of 0.25 to 0.35 gallons per square yard.

C. Equipment shall be capable of reporting temperature of asphaltic material in heating equipment and in distributor, for determining rate of application, and for obtaining uniformity at junction of two distributor loads. Maintain in accurate working order, including recording thermometer at storage heating unit at all times.

D. Temperature of application shall be based on temperature-viscosity relationship that will permit application of asphalt with viscosity of 100 to 125 centistokes. Maintain asphalt within 15 degrees F of temperature required to meet viscosity. Selected temperature shall be within following range.

| Prime Coat Type | Minimum (°F) | Maximum (°F) |
|---|---|---|
| MC-30 | 70 | 150 |
| MC-70 | 125 | 175 |

E. Do not allow temperature of MC-30 to exceed 175 degrees F at any time.

F. Do not allow temperature of MC-70 to exceed 200 degrees F at any time.

3.05 APPLICATION, EMULSIFIED PETROLEUM RESIN

A. Do not place prime coat when air temperature is below 36 degrees F and falling.

B. Distribute at rate of 0.15 to 0.25 gallons per square yard.

3.06 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied prime coat until authorized by Resident Project Representative.

END OF SECTION

Section 02743

TACK COAT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Tack coat for asphaltic concrete paving.p

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for tack coat under this Section. Include payment in unit price for asphaltic pavements.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 244 - Standard Test Methods for Emulsified Asphalts.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed tack coat.

C. Submit report of recent calibration of distributor.

PART 2 P R O D U C T S

2.01 CUTBACK ASPHALT

A. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

1. Asphalt material for tack coat: RC-250 and meet following:

| PROPERTIES | RC – 250 | |
|---|---|---|
| | MIN. | MAX. |
| Water, Percent | --- | 0.2 |
| Flash Point, T.O.C.,°F | 80 | --- |
| Kinematic Viscosity at 140°F, cst | 250 | 400 |

2. Distillate: Expressed as percent by volume of total distillate to 680 F:

| TEMPERATURE | RC – 250 | |
|---|---|---|
| | MIN. | MAX. |
| to 437°F | 40 | 75 |
| to 500°F | 65 | 90 |
| to 600°F | 85 | --- |
| Residue from 680°F Distillation, Volume, Percent | 70 | --- |

3. Tests on Distillation Residue:

| PROPERTIES | RC – 250 | |
|---|---|---|
| | MIN. | MAX. |
| Penetration at 77°F, 100g, 5 sec. | 100 | 150 |
| Ductility at 77°F, 5 cm/min. cms | 100 | --- |
| Solubility in Trichloroethylene, % | 99 | --- |
| Spot Test | All Negative | |

2.02 EMULSION

A. Provide homogeneous material which shall show no separation of asphalt after mixing and shall meet the viscosity requirements at any time within 30 days after delivery.

1. Emulsion material for tack coat: SS-1 and meet following:

| PROPERTIES | SS – 1 | |
|---|---|---|
| | MIN. | MAX. |
| Furol Viscosity at 77°F, sec. | 30 | 100 |
| Residue by Distillation, % | 60 | --- |
| Oil Portion of Distillate, % | --- | 2 |
| Sieve Test, % | --- | 0.1 |
| Miscibility (Standard Test) | Passing | Passing |
| Cement Mixing, % | --- | 2.0 |
| Storage Stability, 1 Day, % | --- | 1 |
| Test on Residue:<br>Penetration at 77°F, 100g, 5 sec.<br>Solubility in Trichloroethylene, %<br>Ductility at 77°F, 5 cm/min., cms | <br>120<br>97.5<br>100 | <br>160<br>---<br>--- |

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads.

B. Verify lines and grades are correct.

### 3.02 PREPARATION

A. Thoroughly clean base course or concrete surface of loose material by brooming prior to application of tack coat.

### 3.03 APPLICATION

A. Apply tack coat uniformly by use of approved distributor at rate not to exceed 0.05 gallons per square yard of surface.

B. Paint contact surfaces of curbs and structures, and joints with thin uniform coat of tack coat.

C. Cutback Asphalt:

1. Do not place tack coat when air temperature is below 50 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

2. Temperature of tack coat shall be between 125 degrees F and 180 degrees F when applied.

3. Do not heat tack coat above 200 degrees F at any time.

### 3.04 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied tack coat until authorized by Resident Project Representative.

END OF SECTION

Section 02746

GEOGRID TEXTILE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. This item covers the furnishing of all materials, equipment, labor and supervision necessary to install geotextile fabrics, of the types indicated, at the locations indicated on the plans or as directed by the Engineer.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for work performed under this Section. Include cost of such work in unit prices for Work requiring geotextile.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. AASHTO M 288 - Standard Specification for Geotextiles.

B. ASTM D 3776 - Standard Test Methods for Mass per Unit Area (Weight) of Woven Fabric.

C. ASTM D 3786 - Standard Test Method for Hydraulic Bursting Strength of Knitted Goods and Non-Woven Fabrics - Diaphragm Bursting Tester Method.

D. ASTM D 3787 - Test Methods for Bursting Strength of Knitted Good Constant Rate of Traverse (CRT Ball Burst Test).

E. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

F. ASTM D 4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.

G. ASTM D 4632 - Standard Test Method for Breaking Load and Elongation of Geotextiles (Grab Method).

H. ASTM D 4751 - Standard Test Method for Determining Apparent Opening Size of Geotextiles.

I. ASTM D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

J. Corps of Engineers, COE CW - 02215 - Geotextiles Used As Filters.

1.04 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Submit the standard manufacturer's catalog sheets and other pertinent information, for approval, prior to installation.

C. Submit installation methods, as a part of the work plan for excavation and installation of geogrid/geotextile. Obtain approval from Engineer for filter fabric material and the proposed installation method prior to use of the filter fabric.

PART 2 PR O D U C T S

2.01 GEOTEXTILE

A. Subgrade Stabilization Geotextile
The use of geotextiles for subgrade stabilization under pavement construction is anticipated on the job, although specific locations, types and quantities will, by necessity, have to be field determined. To provide for isolated instability problems in subgrade excavations under pavement, a quantity of subgrade stabilization geotextile, of two types, has been included in the bid, and the Contractor will be expected to maintain an adequate amount of each on site for such eventualities. In addition, adequate quantities of biaxial geogrid is required for the construction of bioswale ditches at the locations shown on the plans.

Either of the following materials will be acceptable for pavement subgrade stabilization. For bioswale ditch construction, biaxial geogrid as described in paragraph B, below, is required.

B. Subgrade Stabilization Fabric shall be a woven or non-woven engineering geosynthetic, specially designed for subgrade separation and support, conforming to the requirements in Section 213-2 of the Standard Specifications.

C. Geogrid shall be Tensar Geogrid BX-1200, or approved equal. Reinforcement shall be a biaxially oriented geogrid with high tensile modulus in relation to the material being reinforced; with large apertures; thick ribs and continuity of tensile strength through all ribs of the structure. The geogrid shall maintain its reinforcement and interlock under normal construction practices, and shall be resistant to both ultraviolet degradation and all forms of biological degradation normally encountered in the material being reinforced. The geogrid shall be a single-layer grid that meets the dimensions and properties outlined below. Multi-layered grids fastened together shall not be acceptable. The biaxial geogrids shall also conform, in all respects, to the property requirements listed in Table 1:

| TABLE 1 | | | |
|---|---|---|---|
| PROPERTY | TEST METHOD | UNITS | VALUE |
| Tensile | | | |
| Peak Tensile MD[1] | GRI GG1 | lb/ft | 1200 (min) |
| Tensile @ 2% MD | GRI GG1 | lb/ft | 410 (min) |
| Tensile @ 5% MD | GRI GG1 | lb/ft | 810 (min) |
| Peak Tensile CMD[1] | GRI GG1 | lb/ft | 1970 (min) |
| Tensile @ 2% CMD | GRI GG1 | lb/ft | 600 (min) |
| Tensile @ 5% CMD | GRI GG1 | lb/ft | 1320 (min) |
| Modulus @ 2% Strain | GRI GG1[2] | lb/ft | 18,500 (min) |
| Apertures | | | |
| MD dimensions | I.D. Calipered | in | 1.0 (nom) |
| CMD dimensions | I.D. Calipered | in | 1.3 (nom) |
| open area | COE Method Modified[3] | % | 70 (min) |
| Junctions[4] | | | |
| Thickness | O.D. Calipered | in | 0.16 (nom) |
| Efficiency | GRI GG2 | % | 90 (min) |
| Strength | GRI GG2 | lb/ft | 1080 (min) |
| Secant Aperture | Grid Aperture Test | cm-kg/deg | 6.50 |

Notes:

1) MD - Machine Direction which is along roll length.
   CMD - Cross Machine Direction which is across roll width.
2) Secant Modulus at 2% elongation measured by Geosynthetic Research Institute Test Method GG1 – 1987 "Geogrid Tensile Strength." No offset allowances are made in calculating Secant Modulus.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. Upon exposure of unstable subgrade materials, and when it is determined by the Engineer to be necessary, subgrade stabilization geotextile, either fabric or geogrid, shall be placed at the locations directed by the Engineer. The Contractor will place the geotextile in accordance with the manufacturer's recommendations, or in conformance with Section 300-10 of the Standard Specifications, whichever is more stringent. The material will then be backfilled with an adequate depth of sound aggregate or PMB, and compacted as required to provide a stable construction platform so that pavement construction can continue. The Contractor shall conform to the geotextile manufacturer's recommendations regarding overlap, pinning, backfill and other construction methods.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

### 1.2 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

### 1.3 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

### 1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:
   1. 0.1 ft. (30 mm) plus/minus from required elevations.

### 1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Topsoil:
   1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.
      a. Use existing topsoil stockpiled under Section 02100.
      b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.
      c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:
   1. Legally dispose of surplus material offsite.

## PART 3 - EXECUTION

### 3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

### 3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.
   1. Cut off mounds and ridges.
   2. Fill gullies and depressions.
   3. Perform other necessary repairs.
   4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

### 3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

### 3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

**END OF SECTION**

**AI-58316** **Purchasing Department** **23. C. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Pursuant to Texas Constitution, Article 3, Sect. 52, requesting acceptance and approval of "Public Purpose" for the purchase of miscellaneous items [i.e. printed materials, supplies and other related items] which assist in the Precinct's efforts in disseminating information on road conditions, closures, paving/drainage improvements, educational and health awareness, public safety services and programs affecting the community including, but not limited to, the following up-coming events:

A. Ground Breaking for Pct. #2 - CRC Youth Facility;
B. Ground Breaking for Pct. #2 - Regional Linear Park Project;
C. Coronation Event with HC-Head Start Program;
D. Little Free Library Donation Ceremony;
E. Community Resource Center's - Numerous Events

**BACKGROUND**

---

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Precinct will have a budget for the expenditures required.

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

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

**BUDGETARY IMPACT:**

All supplies, materials, items, etc. will be acquired through submission of a Requisition(s) and duly processed Purchase Order(s).

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## Attachments

Backup
BACKUP

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:01 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Marty Salazar Started On: 02/01/2017 12:44 PM

Final Approval Date: 02/02/2017

Log In | Sign Up



# Art 3 - Sec 52

## Article 3 - LEGISLATIVE DEPARTMENT

## Section 52 - COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS

(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

**Zimbra** **martha.salazar@co.hidalgo.tx.us**

## List of Events for Educational/Outreach Material Purchases

**From :** Erika Zamora <erika.zamora@co.hidalgo.tx.us> Thu, Feb 02, 2017 10:32 AM
**Subject :** List of Events for Educational/Outreach Material Purchases 4 attachments
**To :** Martha L. Salazar <martha.salazar@co.hidalgo.tx.us>
**Cc :** Esther Perez <esther.perez@co.hidalgo.tx.us>, Armando Garza <armando.garzajr@co.hidalgo.tx.us>

Mrs. Marty,

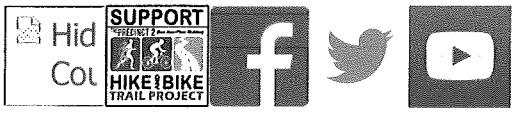
As discussed, below please find a list of events that Pct 2 is requesting to purchase and distribute outreach/educational material.

Ground Breaking for Pct 2 CRC Youth Facility
Ground Breaking for Pct 2 Regional Linear Park Prj
Coronation Event with Head Start
Little Free Library Donation Ceremony
CRC Outreach Events

Please let me know if you have any questions.

Resepctfully,

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



**Zimbra** **martha.salazar@co.hidalgo.tx.us**

## Re: List of Events for Educational/Outreach Material Purchases

**From :** Erika Zamora <erika.zamora@co.hidalgo.tx.us> Thu, Feb 02, 2017 12:08 PM
**Subject :** Re: List of Events for Educational/Outreach Material Purchases 8 attachments
**To :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>
**Cc :** Esther Perez <esther.perez@co.hidalgo.tx.us>, Armando Garza <armando.garzajr@co.hidalgo.tx.us>

Each event is aimed at encouraging Pct 2 residents to attend in order to inform them of the current efforts of the Pct 2 offices and community resource centers.
In turn, this affords us the opportunity to disseminate important information to our residents.

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

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**To:** "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
**Cc:** "Esther Perez" <esther.perez@co.hidalgo.tx.us>, "Armando Garza" <armando.garzajr@co.hidalgo.tx.us>
**Sent:** Thursday, February 2, 2017 10:37:32 AM
**Subject:** Re: List of Events for Educational/Outreach Material Purchases

Ms. Erika:
Can you provide a short narrative that would link each event to it's Public Purpose.
Please send it to me asap

**AI-58395** **Purchasing Department** **23. C. 2.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

## Information

### CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services providers for the Nolana Loop Project for Precinct No. 2;

| | B2Z ENGINEERING | L&G CONSULTING ENGINEERING | SOUTH TEXAS INFRASTRUCTURE |
|---|---|---|---|
| EVALUATOR NO. 1 | 96 | 98 | 95 |
| RANKING | | | |

c.Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for the Nolana Loop Project for Pct 2.

### BACKGROUND

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## Fiscal Impact

## Attachments

grid

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:46 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Rocio Villarreal Started On: 02/02/2017 04:50 PM

Final Approval Date: 02/02/2017

# HIDALGO COUNTY PRECINCT NO 2
# FOR
# NOLANA LOOP PROJECT
# Scoring & Evaluation
# GRID

| | B2Z ENGINEERING | L&G CONSULTING ENGINEERING | SOUTH TEXAS INFRASTRUCTURE |
|---|---|---|---|
| Evaluator 1 | 96 | 98 | 95 |
| RANKING | | | |

*Scoring & Evaluation was completed by Pct No 2*

**AI-58398** **Purchasing Department** **23. C. 3.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

a. Approve an order exempting from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services for "ON CALL" Precinct No. 2 Projects;

| | Leonel Garza Jr. & Associates, LLC | APPRAISAL HAUS | VALBRIDGE PROPERTY ADVISOR |
|---|---|---|---|
| EVALUATOR NO. 1 | 98 | 91 | 90 |
| RANKING | | | |

c. Authority for the Purchasing Department to negotiate a professional surveying services agreement commencing with the No. 1 ranked firm of _____ for professional appraisal services for "ON CALL" Precinct No. 2 Projects.

**BACKGROUND**

---

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:**

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

**BUDGETARY IMPACT:**

FUNDING SOURCE WILL BE IDENTIFY BY PCT 2.

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## Attachments

BACKUP

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## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Purchasing Department | Marty Salazar | 02/02/2017 05:46 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Rocio Villarreal Started On: 02/02/2017 04:59 PM

Final Approval Date: 02/02/2017

# HIDALGO COUNTY PRECINCT NO 2

FOR

## Prof. Appraisal Services
## Scoring & Evaluation
## GRID

| Total Scores | **LEONEL GARZA JR. & ASSOCIATES, LLC** | **APPRAISAL HAUS** | **VALBRIDGE PROPERTY ADVISOR** |
|---|---|---|---|
| Evaluator# 1 | 98 | 91 | 90 |
| Ranking | | | |

*SCORING & EVALUATION COMPLETED BY PCT NO 2

**AI-58399** **Purchasing Department** **23. C. 4.**

**CC - REGULAR**

Meeting Date: 02/06/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of payment of Invoice #20004 in the amount of $1,180.88 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#2), for Pct 2 Community Resource Center (CRC) Youth Facility Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 7-1100-451-22-122-118-0-730

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

BUDGETARY IMPACT:

Funding available through PO#753330 as of 2/2/17. (Pending PO Rollover from 2016)

Attachments

Invoice

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:43 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Erika Zamora | | Started On: 02/02/2017 05:00 PM |
| Final Approval Date: 02/02/2017 | | |

B2Z ENGINEERING

***INVOICE AMOUNT: $1,180.88***

February 2, 2017

Hon. Eddie Cantu
Commissioner, Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78577

**RE: Contract # 16-326-08-23 ~ Road and Bridge, CIP and Other Projects in General (On Call)**
**Work Authorization #2 ~ Community Resource Center (CRC) Youth Facility – Construction Phase Services**
**PO #753330**

Dear Commissioner Cantu:

Attached for your review and approval is our invoice for services rendered under Work Authorization #2 during the month of January 2017 on the subject referenced project.

The following is attached:

- Invoice No. 20004

The following is a narrative of the progress for this period.

| TASK | % Complete |
|---|---|
| **Construction Management** | |
| **UPDATED:** *B2Z Engineering has provided support services to Hidalgo County Precinct 2 and Urban County by preparing, reproducing and supplying 100% complete Construction Documents (CD's) to contractor for permitting purposes. B2Z Engineering has also assisted contractor in preparing contract documents that have been submitted to Hidalgo County Urban County and also B2Z Engineering Offices. B2Z Engineering provides continuous efforts to assist the contractor with day-to-day operations and questions that arise.* | **100%** |
| **Construction Inspection** | |
| **NO UPDATE:** *This task has not begun.* | **0%** |

P. O. Box 2724 • McAllen, TX 78502
(956) 618-0624 • www.B2ZEng.com

| Meetings and Coordination with Hidalgo County Precinct 2 & Contractor | |
|---|---|
| **UPDATED:** *B2Z has held meetings with the Precinct staff and Urban County staff and has updated the Commissioner of the project progress. B2Z is in daily contact with the contractor to coordinate field operations and project milestones. A meeting was held to plan ground-breaking ceremony at Precinct 2 on January 26, 2017, attendees included Armando Garza, Olivia Tamez, and Carlos Del Angel.* | **20%** |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-3773.

Sincerely,

Juan C. Del Angel, PMP
Senior Construction Manager – B2Z Engineering, LLC

B2Z ENGINEERING

# Invoice

| Date | Invoice # |
|---|---|
| 2/2/2017 | 20004 |

P.O. Box 2724
McAllen, Tx. 78502
(956) 585-3773

Please send remittance with copy of invoice to:
Attn: Mrs. Aisha Gonzalez
P.O. Box 2724
McAllen, Tx. 78502

Bill To:
Hidalgo County Precinct #2
300 W. Hall Acres Rd.
Pharr, TX 78577

Project Info:
*Community Resource Center (*
*Facility ~ Field Related Activities*

B2Z JOB: 2101
PO # 753330

**Billing Period** **January 2017**

| Description | Contract | Previous Applications | Current Completed | Total Completed | % Complete |
|---|---|---|---|---|---|
| **CRC Youth Facility** | | | | | |
| **Task 1** - Construction Management | $ 1,686.96 | $ 829.22 | $ 857.74 | $ 1,686.96 | 100% |
| **Task 2** - Construction Inspection | $ 7,555.68 | $ - | $ - | $ - | 0% |
| **Task 3** - Meetings and Coordination with Hidalgo County Precinct 2 & Contractor | $ 3,231.36 | $ 323.14 | $ 323.14 | $ 646.28 | 20% |

**Line Item Expenses**

| | |
|---|---|
| Mileage, Printing Reproduction, Binding, etc. | **$0.00** |
| **Total Direct Expenses** | **$0.00** |

**Total For This Billing Period** **$1,180.88**

**Work Authorization ~ Summary**

| WA No. | WA Amount | Previously Inv. | Percent Complete | Remaining Balance |
|---|---|---|---|---|
| 2 | $12,474.00 | $1,152.36 | 18.7% | $10,140.76 |

Aisha Gonzalez - Director of Operations

**AI-58400** **Purchasing Department** **23. C. 5.**

**CC - REGULAR**

Meeting Date: 02/06/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

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Information

CAPTION

Approval of payment of Invoice #20003 in the amount of $19,637.64 submitted by project engineer, B2Z Engineering LLC, for engineering services provided under Contract C-16-326-08-23 (WA#1), for Pct 2 Palmer Pavilion Renovation Project.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 7-1350-452-00-122-121-0-730

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

BUDGETARY IMPACT:

Funding available through PO#753329 as of 2/2/17. (Pending PO Rollover)

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Attachments

Invoice# 20003

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**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:43 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Erika Zamora | | Started On: 02/02/2017 05:03 PM |
| Final Approval Date: 02/02/2017 | | |

B2Z ENGINEERING

***INVOICE AMOUNT: $19,637.64***

February 2, 2017

Hon. Eddie Cantu
Commissioner, Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78577

**RE: Contract # 16-326-08-23 ~ Road and Bridge, CIP and Other Projects in General (On Call)**
**Work Authorization #1 ~ Palmer Pavilion – Feasibility Studies & Construction Phase Services**
**PO #753329**

Dear Commissioner Cantu:

Attached for your review and approval is our invoice for services rendered under Work Authorization #1 during the month of January 2017 on the subject referenced project.

The following is attached:

- Invoice No. 20003

The following is a narrative of the progress for this period.

| TASK | % Complete |
|---|---|
| **Feasibility Studies (Value Engineering, Re-Evaluation of Project Scope, etc)** | |
| **UPDATED:** *B2Z completed a feasibility study in conjunction with Precinct 2 to explore cost saving alternatives to the originally proposed design, scope and specifications. All efforts are being made to preserve the intended functional use of the facility. All findings were included in the Value Engineering Report (VE Report) provided to Hidalgo County Precinct 2.* | **100%** |
| **Conduct Market Study to Establish Project FLCC (Fixed Limit of Construction Cost)** | |
| **UPDATED:** *B2Z is conducted a market study to establish a new fixed limit of construction cost to align with Precinct 2's current project budget. B2Z is implementing design-assist contracting which engages trade-contractors and suppliers in assisting in the design phase of the project in an effort to reduce overall project cost for major project elements. All findings were included in the Value Engineering Report (VE Report) provided to Hidalgo County Precinct 2.* | **100%** |

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(956) 618-0624 • www.B2ZEng.com

| | |
|---|---|
| **Prepare a Procurement Package for Selected Construction Delivery Method** | |
| **UPDATED:** *Assisted Hidalgo County Purchasing Department in compiling, reviewing, and finalizing Construction Manager at Risk (CMaR) procurement package to advertise in this calendar year. Provided project specific information to be included in package and advertisement. Made contractor recommendations for CMaR package distribution. Accepted SOQ's from (4) contractors on 1/25/2017. SOQ's currently review in conjunction with Hidalgo County Precinct 2.* | **80%** |
| **Construction Management & Construction Inspection** | |
| **NO UPDATE:** *This task has not begun.* | **0%** |
| **Meetings and Coordination with Hidalgo County Precinct 2 & Architect of Record** | |
| **UPDATED:** *B2Z has held several meetings as well as various phone conversations with the Precinct staff, purchasing, and trade-contractors and has updated the Commissioner of the project progress. B2Z conducted (2) pre-bid conferences held at Palmer Pavilion with Hidalgo County Precinct 2 and Hidalgo County Purchasing Department.* | **50%** |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-3773.

Sincerely,

Juan C. Del Angel, PMP
Senior Construction Manager – B2Z Engineering, LLC

B2Z ENGINEERING

# Invoice

| Date | Invoice # |
|---|---|
| 2/2/2017 | 20003 |

P.O. Box 2724
McAllen, Tx. 78502
(956) 585-3773

Please send remittance with copy of invoice to:
Attn: Mrs. Aisha Gonzalez
P.O. Box 2724
McAllen, Tx. 78502

Bill To:
Hidalgo County Precinct #2
300 W. Hall Acres Rd.
Pharr, TX 78577

Project Info:
*Palmer Pavilion - Feasibility Studies & Construction Phase Services*

B2Z JOB: 2100
PO # 753329

**Billing Period** **January 2017**

| Description | Contract | Previous Applications | Current Completed | Total Completed | % Complete |
|---|---|---|---|---|---|
| Palmer Pavilion | | | | | |
| **Task 1** - Feasibility Studies (Value Engineering, Re-Evaluation of Project Scope, etc) | $ 5,583.60 | $ 3,958.24 | $ 1,625.36 | $ 5,583.60 | 100% |
| **Task 2** - Coduct Market Study to Establish Project FLCC (Fixed Limit of Construction Cost) | $ 13,495.68 | $ 8,660.70 | $ 4,834.98 | $ 13,495.68 | 100% |
| **Task 3** - Prepare a Procurement Package for Selected construction Delivery Method | $ 19,126.80 | $ 2,869.02 | $ 12,432.42 | $ 15,301.44 | 80% |
| **Task 4** - Construction Management & Construction Inspection | $ 67,953.60 | $ - | $ - | $ - | 0% |
| **Task 5** - Meetings and Coordination with Hidalgo County Precinct 2 & Architect of Record | $ 4,965.84 | $ 1,738.04 | $ 744.88 | $ 2,482.92 | 50% |

**Line Item Expenses**

| | |
|---|---|
| Mileage, Printing Reproduction, Binding, etc. | **$0.00** |
| **Total Direct Expenses** | **$0.00** |

**Total For This Billing Period** **$19,637.64**

**Work Authorization ~ Summary**

| WA No. | WA Amount | Previously Inv. | Percent Complete | Remaining Balance |
|---|---|---|---|---|
| 1 | $112,637.52 | $17,226.00 | 32.7% | $75,773.88 |

Aisha Gonzalez - Director of Operations

**AI-58294** **Purchasing Department** **23. C. 6.**

**CC - REGULAR**

Meeting Date: 02/06/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase one used 2000 Ford F-350 Bucket Truck for Hidalgo County Pct #2 Through quotes with Requisition# 313344: Lumatec lighting services in the amount of $18,500.00.

BACKGROUND

7 emails were sent out by the department with only one response from Lumatec Lighting Service.

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 7-1200-431-00-122-006-0-752

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

BUDGETARY IMPACT:

Attachments

Lumatec Lighting Quote

Six Vendor Quotes

HB-1295

**Form Review**

| **Inbox** | **Reviewed By** | **Date** |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/01/2017 05:24 PM |
| Budget & Management | Monica Badillo | 02/01/2017 05:28 PM |
| Purchasing Department | Marty Salazar | 02/02/2017 05:01 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Hector Garcia Started On: 01/31/2017 01:54 PM

Final Approval Date: 02/02/2017

# Lumatec Lighting Service

Tel: 956-664-1854
Fax: 956-664-9981
Date: 1/5/2017

4110 N. Jackson Raod Pharr TX 78577 www.lumateclighting2000@yahoo.com

| YEAR | MAKE | MODEL | MILEAGE | SERIAL NUMBER | LICENSE PLATE | PRICE |
|---|---|---|---|---|---|---|
| 2000 | Ford | F-350 Super Duty | 205,957 | 1FDWF36S5YEC12521 | GLW4698 | $18,500.00 |

*Mileage complete (10) miles on motor (Engine Overhaul)

**Vehicle Description As Follow Below:**

Oxford white/tires BSW all season ((Tire Store)
4 speed auto O/D
Reach Axle - 4.11 Ratio
Air condition
Power steering
Ladder rack
Rear steel bumper and reciever hitch
Trailer female plug
Rear wheel chucks

**Standard Equipment As Follows Below:**

Exterior Emergency becon flashers
Interval wipers water key rack
Tinted glass
16" chrome style wheel covers
LT245/75/16 tires (Firestone)
Front push bumper guard
Rear back up warning alarm

**Interior As Follows Below:**

Full seat (Vinyl cover)
Black vinyl floor covering
Dome lamp radio
Front floor matts

(Continuacion on Page 2)

BORDER ENGINE REBUILDERS & DIESEL SERVICES
100 INTERNATIONAL BLVD
MISSION TX 78572
(956) 585-4866
THANK YOU FOR YOUR BUSINESS!!!!!



Invoice #94406

LUMATECH LIGHTING
46014 N. JACKSON RD.
PHARR TX 78577

Day Phone : 956-664-1854
Fax Number : 956-664-9981

Vehicle : 2000 Ford Truck F350 Super Duty 1 Ton - Pickup
VIN : 1FDWF36S5YEC12521

Tag/State : GLW4698 / TX
Color : White
Last Mileage: 205942
Odometer In : 205942
Odometer Out: 205942

Created : 1/4/2016 2:31:21 PM
Contact : VICTOR RIOS
Srv WriterOR

| Qty | Code/TechReference | Description | Condi | Unit Price | Price |
|---|---|---|---|---|---|
| 1 | OR* LABOR | R & R COMPLETE ENGINE | | $650.00 | $650.00 |
| 1 | -- PART | 6.8 FORD V10 REBUILT ENGINE | | $2,695.00 | $2,695.00 |
| | TO INCLUDE: PISTONS, RINGS, MAIN BEARINGS, ROD BEARINGS, GASKET SET, OIL PUMP, TIMING COMPONENTS, BORE & HONE CYLINDER BLOCK, REGRIND CRANKSHAFT, POLISH CAMSHAFTS, VALVE JOB ON CYLINDER HEADS, HONE BIG END ON CON ROD, MOUNT PISTONS ON CON RODS, ALIGN HONE MAIN WEB ON CYLINDER BLOCK, DEGREASE & INSPECT ALL INTERNAL ENGINE COMPONENTS, ASSEMBLE AS A DROP IN ENGINE. ENGINE CORE MUST BE REBUIDABLE OR A CORE CHARGE MAY BE INCURRED. DUE TO ENGINE BEING OF COMMERCIAL USE A 6 MONTH WARRANTY WILL ALLOWED. NO EXTERNAL ENGINE HARD PARTS OR SENSORS WILL BE REPLACED AT THIS TIME. | | | | |
| 1 | -- PART | 6.8 FORD V-10 CRANKSHAFT | | $375.00 | $375.00 |
| 6 | KOL 75530 | Motor Oil - NAPA Synthetic - SAE 5W20 - 1 Qt | | $9.97 | $59.82 |
| 10 | ASP AP103 | Spark Plug - Platinum | | $9.57 | $95.70 |
| 1 | SFL 36418 | Air Filter (Silver) | | $41.75 | $41.75 |
| 1 | FIL 3296 | Fuel Filter (Gold) | | $24.42 | $24.42 |
| 1 | FIL 1372 | Oil Filter (Gold) | | $15.74 | $15.74 |
| 1 | TFW 42079 | Water Pump - New | | $167.10 | $167.10 |
| 1 | THM 162 | Thermostat - Regular | | $27.71 | $27.71 |
| 1 | THM 1107 | Thermostat Housing Seal | | $4.53 | $4.53 |
| 10 | KOE 7353589 | Spark Plug Boot (Coil On Plug) | | $29.10 | $291.00 |
| 2 | NAF 1GAL | Antifreeze - Regular Green - Gallon | | $39.36 | $78.72 |

| | | |
|---|---|---|
| Labor | ..... | $650.00 |
| Parts | ..... | $3,876.49 |
| Sublet/Misc. | ..... | $0.00 |
| Shop Supplies | ..... | $0.00 |
| Charges | ..... | $0.00 |
| Sales Tax | Tax @ $3,876.49 * 8.2500% | $319.81 |
| | Repair Total | $4,846.30 |

Tech Certification #
OR

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

# MEMORANDUM

DATE: January 11, 2017

TO: Armando Pompa, Director of Field Operations

FROM: Francisco Marin, Special Projects Manager

SUBJECT: Request for Approval-Used 2000 Ford F-350 Bucket Truck

Please be advised, that on January 6, I once again e-mailed a request for quotations to purchase a used 2000 Ford F-350 Bucket Truck. I sent the specifications to six used bucket truck dealerships within the state that included Art's Trucks and Equipment which is located in McAllen, Utility 1 Source in Fort Worth, Altec NUECO in Waxahachie, Century Trucks and Vans from Grand Prairie, D.L. Campbell Used Cars and Trucks, Inc. in Dallas, and Roy's Truck and Equipment is located in Rowlett. The original quote from local vendor Lumatec Lighting Service was updated on January 5th.

Attached are sales representative responses from Altec NUECO, Roy's Truck and Equipment, Art's Trucks and Equipment, and Utility 1 Source, who all indicated that they currently didn't have a bucket truck that met our specifications: Century Trucks and Vans and D.L. Campbell Used Cars and Trucks did not respond our RFQ.

This memorandum serves as a request for your consideration to proceed with the purchase of a used bucket truck from Lumatec Lighting Service in the amount of $18,500. Attached are copies of the quotes and e-mail exchanges that support this request. I have also included the invoice that verifies that Victor Rios, who is the owner of the bucket truck, had recently overhauled this unit. Should you have any questions, please feel free to contact me at your convenience.

c: Jorge Hinojosa, Assistant Director of Field Operations
Yolanda Cisneros, Administrative Assistant

COMMISSIONER
EDUARDO "EDDIE" CANTU

# Hidalgo County Precinct 2

## Bucket Truck Specifications

**Specifications:** 2000 Ford F-350 Bucket Truck, Under 210,000 Odometer Miles, and Under 20 Odometer Miles after an Engine Overhaul. Proof of Engine Overhaul Must be Provided.

**Vehicle Description**-Four Speed Auto O/D, Reach Axle-4.11 Ratio, Air Conditioning, Power Steering, Ladder Rack, Rear Steel Bumper and Receiving Hitch, Trailer Female Plug, Rear and Wheel Chucks.

**Standard Equipment**-Exterior Emergency Beacon Flashers, Interval Wipers and Water Key Rack, Tinted Glass, 16" Chrome Wheel Covers, LT245/75/16 Firestone Tires, Front Push Bumper Guard, and Rear Back Up Warning Alarm.

**Interior**-Full Seat with Vinyl Cover, Black Vinyl Floor Covering, Dome Lamp Radio, and Front Floor Mats.

**Arial Lift**-EFI 34' Working Height.

**Safety and Security**-Upper and Lower Controls, Electric PTO on Auto Transmission, Rear Leaf Springs Stabilizer, Snap Hook Safety Harness, and Electric PTO on Auto Transmission.

**Zimbra** **francisco.marin@co.hidalgo.tx.us**

## Request for Quotation-Used Bucket Truck

**From :** Francisco J. Marin <francisco.marin@co.hidalgo.tx.us> Mon, Jan 09, 2017 03:14 PM
**Subject :** Request for Quotation-Used Bucket Truck 2 attachments
**To :** rich@dlcampbell.com

Rich:

Can you please let me know, via e-mail, if you currently have a bucket truck for sale that meets our specifications? Thank you.

Respectfully,

Frank

**Francisco Marin**
Special Projects Manager
Office: (956) 787-1891 ext 2041
Cell: (956) 460-7514
4011 S. Veterans Blvd.
San Juan, TX 78589

**Pct 2 Logo Design small.jpg**
165 KB

**lumatec bucket truck specifications.doc**
190 KB

**Zimbra** **francisco.marin@co.hidalgo.tx.us**

## Request for Quotation-Used Bucket Truck

**From :** Francisco J. Marin <francisco.marin@co.hidalgo.tx.us> Mon, Jan 09, 2017 02:08 PM
**Subject :** Request for Quotation-Used Bucket Truck 2 attachments
**To :** algonzales@centurytrucks.com

Al:

Can you please let me know, via e-mail, if you currently have a bucket truck for sale that meets our specifications? Thank you.

Respectfully,

Frank

**Francisco Marin**
Special Projects Manager
Office: (956) 787-1891 ext 2041
Cell: (956) 460-7514
4011 S. Veterans Blvd.
San Juan, TX 78589

**Pct 2 Logo Design small.jpg**
165 KB

**lumatec bucket truck specifications.doc**
190 KB

**Zimbra** **francisco.marin@co.hidalgo.tx.us**

## Re: Request for a Quotation

**From :** Jordan Tuttle <Jordan.Tuttle@altec.com> Wed, Aug 17, 2016 10:00 AM
**Subject :** Re: Request for a Quotation 3 attachments
**To :** Francisco J. Marin <francisco.marin@co.hidalgo.tx.us>

Frank,

At this time we do not have anything in stock that fit you specifications below.

Thank you for your interest in Altec, and please let me know if I can do anything for you guys in the future.

Jordan Tuttle
Altec NUECO
1001 Solon Road
Waxahachie, TX 75165
tel: (214)727-6564
jordan.tuttle@nueco.com

From: "Francisco J. Marin" <francisco.marin@co.hidalgo.tx.us>
To: jordan tuttle <jordan.tuttle@nueco.com>
Date: 08/17/2016 09:38 AM
Subject: Re: Request for a Quotation

Jordan:

Can you please let me know, via e-mail, if you currently have a bucket truck for sale that meets our specifications? Thank you.

Respectfully,

Frank

**Francisco Marin**
Special Projects Manager

**Zimbra** **francisco.marin@co.hidalgo.tx.us**

## Re: AT200AV in Dixon - Stock #44451032

**From :** Jordan Tuttle <Jordan.Tuttle@altec.com> Fri, Jan 06, 2017 03:53 PM
**Subject :** Re: AT200AV in Dixon - Stock #44451032 7 attachments
**To :** Francisco J. Marin <francisco.marin@co.hidalgo.tx.us>

We do not have the exact same specs as the attached document. We have newer chasssis with less miles and the lowest we go in the F-series for Ford is the F-450. Example of a 2011 30 foot boom attached ($42,900 is the asking price).

**Jordan Tuttle**
Altec NUECO
1001 Solon Road
Waxahachie, TX 75165
Cell: 214-727-6564
jordan.tuttle@nueco.com

From: "Francisco J. Marin" <francisco.marin@co.hidalgo.tx.us>
To: Jordan Tuttle <Jordan.Tuttle@altec.com>
Date: 01/06/2017 03:38 PM
Subject: Re: AT200AV in Dixon - Stock #44451032

Jordan:

We're attempting to get quotes again for a bucket truck that meets the attached specifications. Can you please let me know, via e-mail, if you currently have one in your inventory? Thank you.

Respectfully,

Frank

**Francisco Marin**
Special Projects Manager
Office: (956) 787-1891 ext 2041
Cell: (956) 460-7514
4011 S. Veterans Blvd.
San Juan, TX 78589

**From:** "Jordan Tuttle" <Jordan.Tuttle@altec.com>
**To:** "francisco marin" <francisco.marin@co.hidalgo.tx.us>
**Sent:** Friday, January 6, 2017 2:23:13 PM
**Subject:** AT200AV in Dixon - Stock #44451032

Hey Francisco,

Slade let me know that you are in the market for a van unit. This is the only van unit in stock at this time. It is currently on hold for another customer at the moment, but that does not mean that it is sold. Let me know what you think.

Thank you, and I will talk to you soon.

---

**Jordan Tuttle**
Altec NUECO
1001 Solon Road
Waxahachie, TX 75165
Cell: 214-727-6564
jordan.tuttle@nueco.com
----- Forwarded by Jordan Tuttle/NatlUtility/Altec on 01/06/2017 02:20 PM -----

Altec NUECO

1730 Vanderbilt Road Telephone (205) 307-2070
Birmingham, AL 35234 Toll Free (800) 952-5832
http://www.nueco.com Facsimile (205) 605-1941

**Specifications**

**Work Order: 95 - 44451032**

| | |
|---|---|
| Truck Status | PENDING |
| **Unit Data (Aerial)** | |
| Make: | Altec |
| Model: | AT200AV |
| Unit Serial: | 0510CS2295 |
| Working Height: | 35 |
| Platform: | Singleman |
| Mount: | Van |
| Stabilizer Main: | None |
| Stabilizer Aux: | None |

**Chassis**

| | | |
|---|---|---|
| Year: | 2010 | Global 6/16 Purchase/(Avail)/Sp To |
| Make: | Ford | Paramount Utility Ca Per Casey 12/28/16 |
| Model: | E350 | |
| VIN: | 1FTSE3EL3ADB00828 | |
| Engine: | Gas | |
| Transmission: | Automatic | |
| Drive: | 4x2 | |
| GVWR: | 9500 | |
| Mileage: | 126424 | |

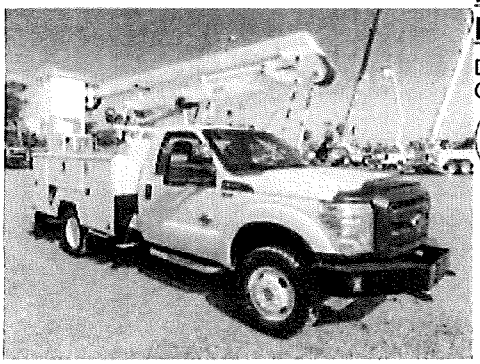
**Zimbra** **francisco.marin@co.hidalgo.tx.us**

## RE: Request for Quotation-Used Bucket Truck

**From :** Raul Martinez <raul@artstrucks.com> Tue, Jan 10, 2017 03:00 PM
**Subject :** RE: Request for Quotation-Used Bucket Truck 5 attachments
**To :** 'Francisco J. Marin' <francisco.marin@co.hidalgo.tx.us>
**Cc :** Raul Martinez <raul@artstrucks.com>

Frank:

Although we do not currently have what is required in the specifications as per Hidalgo County Pct. 2, I do have a couple of trucks that could possible for the County. Let me know if you have any questions. Have a great day.



**2011 Ford F350**
Diesel
GVW:13300
VIDEO

- Power Stroke 6.7L
- 300 HP
- Automatic
- 169,835 Miles
- Hydraulic Brakes
- AC: Yes
- 4 Wheel Drive (4x4)
- Eti Eta33ih Bucket
- 38 Ft Working Height
- Utility Body
- Ask About Our Financing Options
- 2 Outriggers

**$37,500.00**

**Lot#3618639**



**2009 Ford F550**
Diesel
GVW:17950
VIDEO

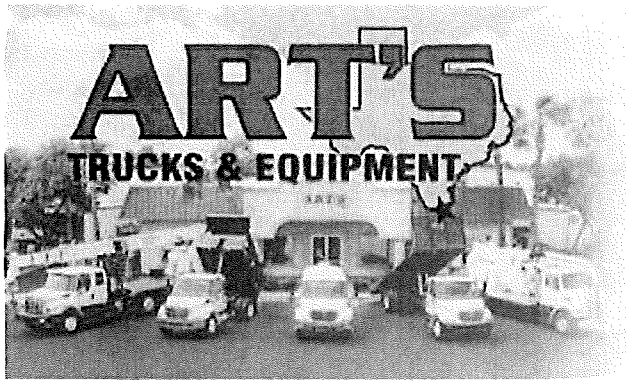
- Power Stroke 6.4L
- 325 HP
- Automatic
- 196,376 Miles
- Hydraulic Brakes
- AC: Yes
- Eti Etl37ih Bucket
- 42 Ft Working Height
- 4 Wheel Drive (4x4)
- Articulating Arm W/telescopic Extension
- Financing Available
- Utility Body

**$29,500.00**

**Lot#3618604**

Regards,

Raúl D. Martínez







*3001 West Expressway 83*
*McAllen, Texas 78503*
*(956) 686-2326 ~ (956) 618-4600*
*Fax: (956) 686-5179*
***1-800-292-7007***
*www.artstrucks.com/*

**From:** Francisco J. Marin [mailto:francisco.marin@co.hidalgo.tx.us]
**Sent:** Friday, January 06, 2017 10:25 AM
**To:** raul@artstrucks.com
**Subject:** Request for Quotation-Used Bucket Truck

Raul:

Can you please let me know, via e-mail, if you currently have a bucket truck for sale that meets our specifications? Thank you.

Respectfully,

Frank

**Francisco Marin**
Special Projects Manager
Office: (956) 787-1891 ext 2041
Cell: (956) 460-7514
4011 S. Veterans Blvd.
San Juan, TX 78589

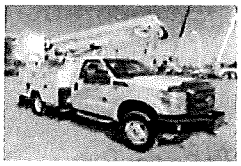


**image001.jpg**
14 KB

**Zimbra** **francisco.marin@co.hidalgo.tx.us**

## RE: Request for Quotation-Used Bucket Truck

**From :** Brian Mccormick <bmccormick@u1source.com> Tue, Jan 10, 2017 03:56 PM
**Subject :** RE: Request for Quotation-Used Bucket Truck 1 attachment
**To :** Francisco J. Marin <francisco.marin@co.hidalgo.tx.us>

Frank,

We currently do not have a bucket van that meets your exact specifications.

Best regards,

Brian McCormick
Senior Account Manager
Utility 1 Source
Phone: 682-803-0413
Cell: 979-229-7187
Fax: 682-200-6998

**From:** Francisco J. Marin [mailto:francisco.marin@co.hidalgo.tx.us]
**Sent:** Friday, January 06, 2017 11:22 AM
**To:** Brian Mccormick <bmccormick@u1source.com>
**Subject:** Request for Quotation-Used Bucket Truck

Mr. Mccormick:

Can you please let me know, via e-mail, if you currently have a bucket truck for sale that meets our specifications? Thank you.

Respectfully,

Frank

**Francisco Marin**
Special Projects Manager
Office: (956) 787-1891 ext 2041
Cell: (956) 460-7514
4011 S. Veterans Blvd.
San Juan, TX 78589





**image003.jpg**
4 KB

**Zimbra** **francisco.marin@co.hidalgo.tx.us**

## RE: Request for Quotation-Used Bucket Truck

**From :** Eric Holt <eric@roystrucks.com> Mon, Jan 09, 2017 03:25 PM
**Subject :** RE: Request for Quotation-Used Bucket Truck 1 attachment
**To :** 'Francisco J. Marin' <francisco.marin@co.hidalgo.tx.us>

We do not have any that match those specs but we do have this

**2005 INTL 7400 6x6 Bucket Truck Heavy Spec**
DT466 Engine 300 HP
Alison Automatic with PTO Provision
2 Speed Transfer Case
16k Front Axle w/ Floaters
40k Rear Axles w/ 14k Tag Axle
RT403 Hendrickson Walking Beam Suspension
6x6 All Wheel Drive
5.86 Ratio
Altec 68' Crane with Two man bucket
80% Virgin Rubber
50% + Brakes
4,000 Hours
68,325 Miles

**From:** Francisco J. Marin [mailto:francisco.marin@co.hidalgo.tx.us]
**Sent:** Monday, January 9, 2017 3:22 PM
**To:** eric@roystrucks.com
**Subject:** Request for Quotation-Used Bucket Truck

Eric:

Can you please let me know, via e-mail, if you currently have a bucket truck for sale that meets our specifications? Thank you.

Respectfully,

Frank

**Francisco Marin**
Special Projects Manager
Office: (956) 787-1891 ext 2041
Cell: (956) 460-7514
4011 S. Veterans Blvd.
San Juan, TX 78589



avast This email has been checked for viruses by Avast antivirus software.
www.avast.com

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**image001.jpg**
4 KB

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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:**
2017-161025

**Date Filed:**
02/01/2017

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Lumatec Lighting service
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 Precent #2

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
74-6000-717
2000/Ford/F-350 --- Lighting Maintenance

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Rios, Victor T | McAllen, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

E LAURA DOMINGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-18-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Victor T. Rios, this the 1 day of February, 20 17, to certify which, witness my hand and seal of office.

E. Laura Dominguez — E. Laura Dominguez — Banking Center Manager

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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Lumatec Lighting service
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Hidalgo County Precent #2

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74-6000-717
2000/Ford/F-350 --- Lighting Maintenance

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Rios, Victor T | McAllen, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**AI-58375** **Purchasing Department** **23. D. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Acceptance and approval of Change Order No. 1 to [extend the term an additional fifty-six (56) days] under agreement # C-16-145A-07-19 with RG Enterprises, LLC dba G&G Construction (reviewed/recommended by project architect Mata-Garcia Architects, LLP) for: Precinct 4-"Landscape/Structural and Irrigation Construction for the San Carlos CRC Project".

**BACKGROUND**

Change Order #1-G&G Contractors, LLC

## Fiscal Impact

**FISCAL YEAR:** 2016 **ACCT. #:** 6-1345-419-40-124-123-0-740

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

**BUDGETARY IMPACT:**

## Attachments

Change Order#1-G&G Contractors-Pct 4 (term)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:17 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Letty Saenz | | Started On: 02/02/2017 03:13 PM |
| Final Approval Date: 02/02/2017 | | |

# AIA® Document G701™ – 2001

## Change Order

| | | |
|---|---|---|
| **PROJECT** *(Name and address)*: | **CHANGE ORDER NUMBER:** 001 | OWNER: ☒ |
| San Carlos CRC Landscaping*Retaining Wall*Irrigation Project<br>San Carlos, Texas | **DATE:** January 31, 2017 | ARCHITECT: ☒ |
| | | CONTRACTOR: ☒ |
| **TO CONTRACTOR** *(Name and address):* | **ARCHITECT'S PROJECT NUMBER:** 201605 | FIELD: ☐ |
| G&G Contractors<br>711 E. Wisconsin Rd. Edinburg, Tx. | **CONTRACT DATE:** September 25, 2016<br>**CONTRACT FOR:** General Construction | OTHER: ☐ |

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*
Time Extension of Fifty-Six (56) Days to allow for proper climate in the installation of the landscape planting.
(Refer to Attachment.)

| | | |
|---|---|---|
| The original Contract Sum was | $ | 228,747.39 |
| The net change by previously authorized Change Orders | $ | 0.00 |
| The Contract Sum prior to this Change Order was | $ | 228,747.39 |
| The Contract Sum will be unchanged by this Change Order in the amount of | $ | 0.00 |
| The new Contract Sum including this Change Order will be | $ | 228,747.39 |

The Contract Time will be increased by Fifty-six (56) days.
The date of Substantial Completion as of the date of this Change Order therefore is March 22, 2017

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| | | |
|---|---|---|
| Mata+Garcia Architects LLP<br>**ARCHITECT** *(Firm name)* | G&G Contractors<br>**CONTRACTOR** *(Firm name)* | Hidalgo County Precinct 4<br>**OWNER** *(Firm name)* |
| 1314 Ivy Avenue, McAllen, Tx. 78501<br>**ADDRESS** | 711 E. Wisconsin Rd., Edinburg, Tx.<br>**ADDRESS** | 1051 N. Doolittel Rd. Edinburg, Tx<br>**ADDRESS** |
| **BY** *(Signature)* | **BY** *(Signature)* | **BY** *(Signature)* |
| Hector Rene Garcia, Architect<br>*(Typed name)* | Rene Garcia<br>*(Typed name)* | *(Typed name)* |
| January 31, 2017<br>**DATE** | 2-2-17<br>**DATE** | **DATE** |

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**User Notes:** (1666804809)

G&G CONTRACTORS
SAN CARLOS CRC
LANDSCAPING & IRRIGATION

| | SEPT | OCT | NOV | DEC | JAN | FEB | MAR |
|---|---|---|---|---|---|---|---|
| CONTRACT AWARD | | | | | | | |
| BONDING | | | | | | | |
| INSURANCE | | | | | | | |
| TIME LINE | | | | | | | |
| NOTICE TO PROCEED | 9/ /2016 | | | | | | |
| START DATE | 10 DAYS AFTER NOTICE PROCEED | | | | | | |
| CONSTRUCTIN ENTRANCE & STORM WATER PROTECTION | DAY 1-5 | | | | | | |
| ELEVATION STAKE OUT | DAY 6-9 | | | | | | |
| ROUGH GRADE | DAY 10 | DAY 11-20 | | | | | |
| MOCKUP R. WALL | | DAY 21-27 | | | | | |
| PREPARE FOR R WALL | | DAY 28-31 | | | | | |
| PREPPARE INSPECT POUR ALL R WALL | | DAY 32-40 | | | DAY 116-127 | | |
| START IRRIGATION SPRINKLERS | | | DAY 41-51 | THROUGH | DAY 120 | | |
| FINAL GRADE | | | DAY 52-62 | THROUGH | DAY 118-120 | | |
| START IRRIGATION DRIP LINES | | | DAY 63-73 | THROUGH | DAY 116-120 | | |
| BACKFILL DIRT & GRADE | | | | | DAY 127-130 PRECINCT 4 | | |
| INSTALL RAPA BARRIERS | | | | | DAY 127-130 | | |
| INSTALL RIP-ROP & RETAINAGE BARRIER | | | | | DAY 127-130 | | |
| WAITING ON THE WEATHER TO INSTALL PLANTS | | | | | | DAY 131-159 | DAY 160-169 |
| PLANT ALL VEGETATION | | | | | | | DAY 170-175 |
| FINALE INSPECTION | | | | | | | DAY 177 |

*** Revised Contract Completion Date due to provided a warmer installation date for the landscaping plant material. Revised Completion Date to be March 25, 2017.

**AI-58302** **Purchasing Department** **23. D. 2.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Authority to purchase one (1) 2017 Ford F-550 Chassis with Body (service truck) [through Hidalgo County's membership and participation] BuyBoard awarded vendor, Grande Truck Center [Contract #521-16] in the amount of $108,519.00 which includes delivery & cooperative fees through submitted Req.#313978.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1350-431-00-124-153-0-752

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

**BUDGETARY IMPACT:**

refer to AI #58001, CC 1-10-17 for transfer of funds for this purchase, pending year-end closing and carryover.

## Attachments

backup-pricing

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/01/2017 05:25 PM |
| Budget & Management | Veronica Ortiz | 02/02/2017 08:53 AM |
| Ivan Cantu | Ivan Cantu | 02/02/2017 10:31 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Sandra Montalvo | | Started On: 01/31/2017 05:04 PM |
| Final Approval Date: 02/02/2017 | | |

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

# BUYBOARD

1/5/2017

**PRODUCT PRICING BASED ON CONTRACT**

Customer: Hidalgo County

Product Description: 2017 Ford F550

A: Base Price in **Bid/Proposal Number** **521-16** $ 25,849.00

B: Published Options [Itemize each item below]

| | | | | | |
|---|---|---|---|---|---|
| ✓ | 99t Diesel | $ 9,980.00 | 52B | Brake controller | $ 550.00 |
| ✓ | XL8 4.88 | $ 650.00 | 18B | Cab Steps | $ 650.00 |
| ✓ | X5H S/C 4x4 | $ 6,790.00 | 425 | 50 State certified | $ 575.00 |
| ✓ | 68M 19,500 GVWR | $ 1,695.00 | 62R | PTO Prov | $ 575.00 |
| ✓ | THB AT Rear Tires | $ 475.00 | 531 | Trailer Tow Wiring | $ 275.00 |
| ✓ | 512 Spare Tire | $ 850.00 | AF | Afterframe | $ 950.00 |
| ✓ | 84 CA Frame | $ 725.00 | Knapheide Crande Body | | $ 52,950.00 |
| ✓ | 193 WB Wheelbase | $ 825.00 | | | $ - |
| | 90L Power Window and Lock | $ 1,450.00 | | | $ - |
| | 473 Snow Plow Pkg HD FT Springs | $ 350.00 | | | $ - |
| | Subtotal Column 1: | $ 23,790.00 | | Subtotal Column 2: | $ 56,525.00 |

**Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")** $ 80,315.00

C: Subtotal of A + B => $ 106,164.00

D: UnPublished Options ____ %

| | | | | |
|---|---|---|---|---|
| Upgrade with Receiver, Hyd A/C | $ 1,955.00 | | $ - | |
| | $ - | | $ - | |
| | | | $ - | |
| | | | $ - | |
| | | | $ - | |
| | Subtotal Column 1: $ 1,955.00 | | Subtotal Column 2: $ - | |

**Body** $ 1,955.00

E: Contract Pride Adjustment {If any, explain here} page 2 added $ - $ -

F: Total of C + D ± E {Not including Buy Board Fee} => $ 108,119.00

G: Quantity Ordered {Units x F} => # of Units 1 $ 108,119.00

H: BUYBOARD Fee {From Fee Schedules, Table: ____ => @ ____ % $ 400.00

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} =>** $ 108,519.00

Grande Truck Center
PO Box 201210
San Antonio, Texas 78220

Rocky Shoffstall
PH 210-666-7112
FX 210-666-7216
800-779-7672 X112

1/31/2017

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Back

| | |
|---|---|
| **Vendor Name:** | Grande Truck Center |
| **Address:** | 4562 IH-10 East<br>San Antonio, TX 78219 |
| **Phone Number:** | (210) 661-4121 |
| **Alternate Phone Number** | (210) 666-7112 |
| **Email:** | rshoffstall@grandetruck.com |
| **Website:** | http://www.grandetruck.com |
| **Federal ID:** | 74-1586422 |
| **Contact:** | Keith Shoffstall |
| **Accepts RFQs:** | Yes |
| **Minority Owned:** | No |
| **Women Owned:** | No |
| **Service-Disabled Veteran Owned:** | No |
| **EDGAR:** | Yes |
| **Contract Name:** | Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor |
| **Contract Description:** | Compact, mid-size and full size sedans; crossover; sport utility; midsize/full-size/heavy du pickup; passenger/cargo van; law enforcement vehicles/motorcycles; cab/chassis; heavy trucks/tractors; program vehicles; repair parts/service |
| **Contract#:** | 521-16 |
| **Effective Date:** | 12/01/2016 |
| **Expiration Date:** | 11/30/2019 |
| **Service Fee:** | Vehicles purchase orders are subject to a $400 service fee |
| **Payment Terms:** | 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 |
| **Additional Info:** | NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for delivery fe explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contra included in the awarded vehicle base price(s). Vehicle fees not included in the base price are not allowed and should not appear on the awarded dealer's quote for a vehicle offere 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 h been communicated to Cooperative members. EDGAR Compliance documents (2 CFR P 200 & Appendix II) are included in the Vendor response document, and can be found in t Vendor Proposal File link near the bottom of the page. |
| **Quote Reference Number:** | 521-16 |
| **Return Policy:** | No returns |

**Contract Documents**

| | |
|---|---|
| **EDGAR Notice:** | Click to view EDGAR Notice |
| **Proposal Documents:** | Click to view BuyBoard Proposal Documents |
| **Regulatory Notice:** | Click to view Bonding Regulatory Notice |

Search:

All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Grande Truck Center[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

**Additional Searches:**

Search by Vendor

Browse Contracts

Additional Resources

## Shopping Cart for Sandra Montalvo

**BuyBoard Products**

**Grande Truck Center**

| Description | Part Number | Price | Qty | Total | Contract # | Vendor Ref # |
|---|---|---|---|---|---|---|
| Ford F550 DRW, Chassis Cab (F5G) Line Item 139 | | $25,849.00 | 1 | $25,849.00 | 521-16 | 521-16 |
| **Total for Grande Truck Center:** | | | | $25,849.00 | | |

# The Local Government Purchasing Cooperative

**For the Period 12/1/2016 to 11/30/2017**

**Final Award Report for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor #521-16**

139 Ford F550 DRW, Chassis Cab (F5G)

| Vendor | Vendor Brand and Model Number | Bid Price | Award |
|---|---|---|---|
| Grande Truck Center | Ford F550 DRW, Chassis Cab (F5G) | $25,849.00 | Yes |
| Sam Pack s Five Star Ford | Ford F550 DRW, Chassis Cab (F5G) | $26,654.00 | No |
| Chastang Enterprises | Ford F550 DRW, Chassis Cab (F5G) | $28,148.00 | No |
| Silsbee Ford | Ford F550 DRW, Chassis Cab (F5G) | $28,329.00 | No |
| Rockdale Country Ford | Ford F550 DRW, Chassis Cab (F5G) | $28,549.00 | No |
| Bluebonnet Motors, Inc. | Ford F550 DRW, Chassis Cab (F5G) | $30,175.00 | No |
| Southwest Ford, Inc. | Ford F550 DRW, Chassis Cab (F5G) | $30,349.88 | No |
| Mac Haik Ford Lincoln | Ford F550 DRW, Chassis Cab (F5G) | $30,580.00 | No |
| Rush Truck Centers of Texas, LP | Ford F550 DRW, Chassis Cab (F5G) | $30,600.00 | No |
| Randall Reeds Prestige Ford | Ford F550 DRW, Chassis Cab (F5G) | $30,650.00 | No |
| Griffith Ford Seguin, LLC | Ford F550 DRW, Chassis Cab (F5G) | $30,915.49 | No |
| Southwest Truck Sales | Ford F550 DRW, Chassis Cab (F5G) | $31,822.02 | No |
| Jordan Ford | Ford F550 DRW, Chassis Cab (F5G) | $31,950.00 | No |
| Tommie Vaughn Motors, Inc. | Ford F550 DRW, Chassis Cab (F5G) | $37,757.75 | No |

140 Ford F650 Regular Cab Gas (F6A)

| Vendor | Vendor Brand and Model Number | Bid Price | Award |
|---|---|---|---|
| Chastang Enterprises | Ford F650 Regular Cab Gas (F6A) | $37,698.00 | Yes |
| Rush Truck Centers of Texas, LP | Ford F650 Regular Cab Gas (F6A) | $37,800.00 | Yes |
| Grande Truck Center | Ford F650 Regular Cab Gas (F6A) | $38,293.00 | No |
| Sam Pack s Five Star Ford | Ford F650 Regular Cab Gas (F6A) | $39,798.00 | No |
| Silsbee Ford | Ford F650 Regular Cab Gas (F6A) | $40,428.00 | No |
| Southwest Ford, Inc. | Ford F650 Regular Cab Gas (F6A) | $42,446.32 | No |
| Mac Haik Ford Lincoln | Ford F650 Regular Cab Gas (F6A) | $42,955.00 | No |
| Randall Reeds Prestige Ford | Ford F650 Regular Cab Gas (F6A) | $43,293.00 | No |
| Southwest Truck Sales | Ford F650 Regular Cab Gas (F6A) | $44,810.32 | No |
| Tommie Vaughn Motors, Inc. | Ford F650 Regular Cab Gas (F6A) | $50,682.07 | No |

| | | | | | |
|---|---|---|---|---|---|
| 139 | F550 CC | 18A | | Upfitter Module | $650.00 |
| 139 | F550 CC | 76Z | | Advance Security | $215.00 |
| 139 | F550 CC | 67A | | Dual Alt | $675.00 |
| 139 | F550 CC | 67B | | HD Dual Alt | $750.00 |
| 139 | F550 CC | 67E | | HD Allt | $350.00 |
| 139 | F550 CC | 65M | | Mid Ship Fuel Tank | $450.00 |
| 139 | F550 CC | 65C | | Dual Diesel Tank | $915.00 |
| 139 | F550 CC | 63A | | Utility Lighting | $320.00 |
| 139 | F550 CC | 52B | | Trailer Brake Controller | $550.00 |
| 139 | F550 CC | 18B | | Running Boards | $650.00 |
| 139 | F550 CC | 59H | | High Mount Stop Lamp | $125.00 |
| 139 | F550 CC | | 872 | Rear Camera Prep | $795.00 |
| 139 | F550 CC | 43B | | Rear Window Defroster | $220.00 |
| 139 | F550 CC | | 924 | Privacy Glass | $350.00 |
| 139 | F550 CC | 41A | | Rapid Heat | $625.00 |
| 139 | F550 CC | 43C | | 110V Outlet | $175.00 |
| 139 | F550 CC | 76S | | Remote Start | $375.00 |
| 139 | F550 CC | | 585 | AM/FM CD | $500.00 |
| 139 | F550 CC | 91M | | Sync | $650.00 |
| 139 | F550 CC | 39S | | Sirius Radio | $325.00 |
| 139 | F550 CC | 87T | | Telematics | $1,250.00 |
| 139 | F550 CC | 76C | | Back Up Alarm | $395.00 |
| 139 | F550 CC | 91S | | Amber Strobe | $945.00 |
| 139 | F550 CC | 61S | | Front Splash Guard | $225.00 |
| 139 | F550 CC | C09 | | Price Dora | $100.00 |
| 139 | F550 CC | 17F | | XL Décor | $515.00 |
| 139 | F550 CC | 47A | | Ambulance Prep | $1,650.00 |
| 139 | F550 CC | 47J | | Fire / Rescue Prep | $1,650.00 |
| 139 | F550 CC | | 525 | Steering Wheel Control | $575.00 |
| 139 | F550 CC | | 942 | Daytime Running Lights | $325.00 |
| 139 | F550 CC | | 926 | Set Speed Limit | $275.00 |
| 139 | F550 CC | D9E | | Kentucky Plant | $500.00 |
| 139 | F550 CC | 31S | | Ship Thru | $650.00 |
| 139 | F550 CC | | 425 | 50 State emission | $575.00 |
| 139 | F550 CC | Solution A | | Body Builder Prep | $2,950.00 |
| 139 | F550 CC | Solution B | | Body Builder Prep | $2,950.00 |
| 139 | F550 CC | F5H | | RC 4X4 | $3,905.00 |
| 139 | F550 CC | X5G | | Super Cab | $3,290.00 |
| 139 | F550 CC | X5H | | Super Cab 4X4 | $6,790.00 |
| 139 | F550 CC | W5G | | Crew Cab | $4,150.00 |
| 139 | F550 CC | W5H | | Crew Cab 4X4 | $7,650.00 |
| 140 | F650 Gas | 41H | | Block Heater | $350.00 |
| 140 | F650 Gas | 98G | | CNG Prep | $515.00 |
| 140 | F650 Gas | 94A | | Idle Shutdown | $500.00 |
| 140 | F650 Gas | | 916 | Speed Limit | $275.00 |
| 140 | F650 Gas | 41B | | PTO Prep | $575.00 |
| 140 | F650 Gas | | 643 | 22.5X8.25 Front Steel | $750.00 |

| | | | | | |
|---|---|---|---|---|---|
| 138 | F450 CC | 47A | | Ambulance Prep | $1,650.00 |
| 138 | F450 CC | 47J | | Fire / Rescue Prep | $1,650.00 |
| 138 | F450 CC | | 525 | Steering Wheel Control | $575.00 |
| 138 | F450 CC | | 942 | Daytime Running Lights | $325.00 |
| 138 | F450 CC | | 926 | Set Speed Limit | $275.00 |
| 138 | F450 CC | D9E | | Kentucky Plant | $500.00 |
| 138 | F450 CC | 31S | | Ship Thru | $650.00 |
| 138 | F450 CC | | 425 | 50 State emission | $575.00 |
| 138 | F450 CC | Solution A | | Body Builder Prep | $2,950.00 |
| 138 | F450 CC | Solution B | | Body Builder Prep | $2,950.00 |
| 138 | F450 CC | F4H | | RC 4X4 | $3,895.00 |
| 138 | F450 CC | X4G | | Super Cab | $3,285.00 |
| 138 | F450 CC | X4H | | Super Cab 4X4 | $6,785.00 |
| 138 | F450 CC | W4G | | Crew Cab | $4,145.00 |
| 138 | F450 CC | W4H | | Crew Cab 4X4 | $7,645.00 |
| 139 | F550 CC | 99T | | 6.7L Diesel | $9,980.00 |
| 139 | F550 CC | X4N | | 4.10 Limit Slip | $650.00 |
| 139 | F550 CC | X4L | | 4.30 Limit Slip | $650.00 |
| 139 | F550 CC | X8L | | 4.88 Limit Slip | $650.00 |
| 139 | F550 CC | 68U | | 19,000 GVWR | $1,350.00 |
| 139 | F550 CC | 68M | | 19,500 GVWR | $1,695.00 |
| 139 | F550 CC | 98F | | CNG Prep | $515.00 |
| 139 | F550 CC | THB | | 225/75R 19.5 AT | $475.00 |
| 139 | F550 CC | | 945 | SS Wheel Covers | $795.00 |
| 139 | F550 CC | | 512 | Spare Tire | $850.00 |
| 139 | F550 CC | | 1 | Cloth 40/20/40 Seat | $350.00 |
| 139 | F550 CC | L | | Vinyl 40/Con/40 Seat | $650.00 |
| 139 | F550 CC | | 4 | Cloth 40/Con/40 Seat | $715.00 |
| 139 | F550 CC | 84 CA | | 84" Cab to Axle | $725.00 |
| 139 | F550 CC | 193WB | | 193 Wheelbase | $825.00 |
| 139 | F550 CC | 205WB | | 205 Wheelbase | $925.00 |
| 139 | F550 CC | AF | | Afterframe | $950.00 |
| 139 | F550 CC | | 531 | Trailer Tow Pkg | $275.00 |
| 139 | F550 CC | 96V | | Value Pkg | $995.00 |
| 139 | F550 CC | 90L | | Power Group | $1,450.00 |
| 139 | F550 CC | 67H | | HD Susp Pkg | $450.00 |
| 139 | F550 CC | 67X | | Extre HD Susp Pkg | $450.00 |
| 139 | F550 CC | | 473 | Snow Susp Pkg | $350.00 |
| 139 | F550 CC | 67P | | 7,500 FT END | $545.00 |
| 139 | F550 CC | | 535 | High Capacity Trailer Tov | $1,565.00 |
| 139 | F550 CC | 63C | | Aft Frame Ext | $295.00 |
| 139 | F550 CC | 41H | | Block Heater | $350.00 |
| 139 | F550 CC | 61J | | Jack | $125.00 |
| 139 | F550 CC | 62R | | PTO Prep | $575.00 |
| 139 | F550 CC | 86A | | Idle Shutdown | $500.00 |
| 139 | F550 CC | 98R | | OCR | $500.00 |
| 139 | F550 CC | 86M | | Med Battery | $515.00 |

| | | | | |
|---|---|---|---|---|
| All | Knapheide | Platform | 22' Platform # KTEC 92-BDFLHP20B for 19,500-52,000 GVW Chassis & 165" c/a. 4" Channel cross members, 6" channel side rails, and 8" long sills. 3/16" tradplate floor. Pockets and rub-rail. Painted black. | $6,206 |
| All | Knapheide | Platform | 24' Platform # KTEC 92-BDFLHP24B for 19,500-52,000 GVW Chassis & 184" c/a. 4" Channel cross members, 6" channel side rails, and 8" long sills. 3/16" treadplate floor. Pockets and rub-rail. Painted black. | $6,542 |
| All | Knapheide | Crane Body | 11' Crane body Part# | $48,500 |
| All | Knapheide | Crane Body | 11' Crane body Part# | $52,950 |
| All | Knapheide | Water Tank | 2,000 gallon capacity | $17,605 |
| All | Knapheide | Water Tank | 4,000 gallon capacity | $26,750 |

## Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcyles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

| Item No. | Specified Brand or Equal | Short Description | Full Description | Base Model Price | State Brand and Model | Vehicle Options |
|---|---|---|---|---|---|---|
| 137 | Ford F350 SRW, Chassis Cab (F3E) | Chassis Cab | **F-350 Chassis Cab (F3E)** - F-350, Regular Cab Chassis, SRW, 6.2L V8 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment. | $ 19679 | 2017 F350 CC | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 138 | Ford F450 DRW, Chassis Cab (F4G) | Chassis Cab | **F-450 Chassis Cab (F4G)** - F-450, Regular Cab Chassis, DRW, 6.8L V10 engine, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment. | $ 24888 | 2017 F450 CC | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 139 | Ford F550 DRW, Chassis Cab (F5G) | Chassis Cab | **F-550 Chassis Cab (F5G)** - F-550, Regular Cab Chassis, DRW, 6.8L V10, automatic transmission, 145" wheelbase, complete with all manufacturer's standard equipment. | $ 25849 | 2017 F550 CC | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |
| 140 | Ford F650 Regular Cab Gas (F6A) | Chassis Cab | **F-650 Chassis Cab (F6A)** - F-650, Regular Cab, 6.8L V10 engine, 158" wheelbase, complete with all manufacturer's standard equipment. | $ 38293 | 2017 F650 CC | Per section II you must attach a serperate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.) |

**PROPOSAL NOTE**:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:
521-16
All
Vendor Discounts Only
Catalog Pricing Only

**Refine Your Search:**

Vendors
Grande Truck Center[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 Shee |
|---|---|---|
| Grande Truck Center | 10% Discount Off Grande Truck Center pricelist Western Star Original Equipment Manufacturer (OEM) Parts. Line Item 448 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Western Star Program Vehicles (Lease and/or Pre-Owned) Line Item 447 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Western Star Original Equipment Manufacturer (OEM) Options Line Item 445 | Pricing Shee |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Western Star Lot Insurance (dealer inventory vehicles and upfitting vehicles). Line Item 450 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Western Star Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles). Line Item 449 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Western Star Extended Service Maintenance Agreements. Line Item 451 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Volvo Program Vehicles (Lease and/or Pre-Owned) Line Item 432 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Third Party (not OEM) and Unpublished Options for Western Star Line Item 446 | Pricing Shee |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Third Party (not OEM) and Unpublished Options for Ford Line Item 158 | Pricing Shee |

**Extended Product Information**

**Reference Number:** 521-16

**Vendor Website:** http://www.grandetruck.com

**Full Description:** 0% Discount Off Grande Truck Center pricelist Third Party (not OEM) and Unpublished Options for For

| | | |
|---|---|---|
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Mack Program Vehicles (Lease and/or Pre-Owned) Line Item 292 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Ford Program Vehicles (Lease and/or Pre-Owned) Line Item 159 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Ford Original Equipment Manufacturer (OEM) Options Line Item 157 | Pricing Shee |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Ford Lot Insurance (dealer inventory vehicles and upfitting vehicles). Line Item 162 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Ford Floor Plan Insurance (dealer inventory vehicles and upfitting vehicles). Line Item 161 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Ford Extended Service Maintenance Agreements. Line Item 163 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist Autocar Program Vehicles (Lease and/or Pre-Owned) Line Item 6 | N/ |
| Grande Truck Center | 0% Discount Off Grande Truck Center pricelist (Cost plus 15%) Ford Original Equipment Manufacturer (OEM) Parts. Line Item 160 | N/ |
| Grande Truck Center | Per Mile Delivery Fee for Western Star Vehicles Line Item 453 | N/ |
| Grande Truck Center | Per Mile Delivery Fee for Ford Vehicles Line Item 165 | N/ |
| Grande Truck Center | Not to Exceed Hourly Labor Rate for Repair/ Service of Ford vehicles Line Item 164 | N/ |

| Vendor | Description | Pricing Shee |
|---|---|---|
| Grande Truck Center | Ford F350 SRW, Chassis Cab (F3E) Line Item 137 | N/ |
| Grande Truck Center | Ford F450 DRW, Chassis Cab (F4G) Line Item 138 | N/ |
| Grande Truck Center | Ford F550 DRW, Chassis Cab (F5G) Line Item 139 | N/ |

**Extended Product Information**

**Reference Number:** 521-16

**Unit Measure:** EA

**Vendor Website:** http://www.grandetruck.com

**Full Description:** Ford F550 DRW, Chassis Cab (F5G) Line Item 139

| | | |
|---|---|---|
| Grande Truck Center | Western Star 4700SB Set Back Axle Line Item 443 | N/ |
| Grande Truck Center | Western Star 4900SB Set Back Axle Line Item 440 | N/ |

Showing 1 to 25 of 28 entries

First Previous 1 2 Next Last

Contact us 800-695-2919

**SAM Search Results**
**List of records matching your search for :**

**Search Term : grande* truck* center***
**Record Status: Active**

| | | |
|---|---|---|
| ENTITY | GRANDE FORD TRUCK SALES, INC. | Status:Active |
| DUNS: 043932334 | +4: | CAGE Code: 3EH20 DoDAAC: |
| Expiration Date: Aug 15, 2017 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 4562 INTERSTATE 10 E<br>City: SAN ANTONIO<br>ZIP Code: 78219-4205 | State/Province: TEXAS<br>Country: UNITED STATES | |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2017-160377

Date Filed:
01/31/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Grande Truck Center
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

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.
2017-33
Service Truck with Crane

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

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.

Keith Shoffstall
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Keith Shoffstall, this the 31st day of January, 20 17, to certify which, witness my hand and seal of office.

Sherry Jolley — SHERRY JOLLEY — NOTARY PUBLIC
Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

SHERRY JOLLEY
MY COMMISSION EXPIRES
October 31, 2019

# 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:**
2017-160377

**Date Filed:**
01/31/2017

**Date Acknowledged:**
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**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Grande Truck Center
San Antonio, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County

**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.**
2017-33
Service Truck with Crane

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

**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-58287** **Purchasing Department** **23. D. 3.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Lulu Lucio, COMM. PCT. #4 **Submitted By:** Nick Perez, COMM. PCT. #4

**Department:** COMM. PCT. #4

## Information

**CAPTION**

Approval of clarification of purchase order 748328 for Caldwell Country Chevrolet. AI-55787 on 08/16/2016 requested two 2016 Chevy Silverado 2500HD [as 2016 models no longer available] therefore, General Motors and Caldwell Country Chevrolet provided Pct.4 with 2017 year models at the 2016 cost thus resulting in no fiscal impact.

**BACKGROUND**

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

As both GM & Caldwell Chevrolet have substituted 2017 models at 2016 pricing, there is no fiscal impact for this agenda item.

## Attachments

E-Mail Caldwell Country
Invoices & Back Up
Vehicle Acceptance
P.O. 748328 & Back Up

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/01/2017 11:04 AM |
| Budget & Management | Veronica Ortiz | 02/01/2017 11:07 AM |
| Merlen P. Munoz | Merlen P. Munoz | 02/02/2017 11:02 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Nick Perez | | Started On: 01/31/2017 10:48 AM |
| Final Approval Date: 02/02/2017 | | |

**Zimbra** **nick.perez@co.hidalgo.tx.us**

**FW: Hidalgo County Pct 4 - 2 Crew Cab's (Please overnight paperwork)**

**From :** Averyt Knapp <averyt@caldwellcountry.com> Thu, Jan 26, 2017 09:04 AM

**Subject :** FW: Hidalgo County Pct 4 - 2 Crew Cab's (Please overnight paperwork) 1 attachment

**To :** Margo Dodds <margo@caldwellcountry.com>, 'Chris Collins' <chris@caldwellcountry.com>

**Cc :** Michael Wiley <mwiley@caldwellcountry.com>, Adrienne Gattis <agattis@caldwellcountry.com>, nick perez <nick.perez@co.hidalgo.tx.us>

Margo/Chris, please overnight the title, bill, etc., to Nick at below address for receipt tomorrow. Thanks, Averyt

-----Original Message-----
From: Nick Perez [mailto:nick.perez@co.hidalgo.tx.us]
Sent: Thursday, January 26, 2017 8:54 AM
To: Averyt Knapp <averyt@caldwellcountry.com>
Subject: Re: Hidalgo County Pct 4 - 2 Crew Cab's

Attached is the purchase order for the two Chevy Silverado 2500HD's. Please overnight the documents to

1051 N Doolittle Rd, Edinburg, TX 78542

Respectfully,

Nick Perez

Hidalgo County Pct.#4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Office: (956)383-3112 Ext. 4008
Fax: (956)381-5905
E-Mail: Nick.Perez@co.hidalgo.tx.us

----- Original Message -----
From: "Averyt Knapp" <averyt@caldwellcountry.com>
To: "nick perez" <nick.perez@co.hidalgo.tx.us>
Cc: "Michael Wiley" <mwiley@caldwellcountry.com>, "Margo Dodds" <margo@caldwellcountry.com>
Sent: Thursday, January 26, 2017 8:28:31 AM
Subject: RE: Hidalgo County Pct 4 - 2 Crew Cab's

Mr. Perez,

When the purchase order was issued, 2016 models were no longer available and GM and Caldwell Country is providing you 2017 models at the 2016 cost.

Please let me know if you need anything else. We will overnight the paperwork to you upon your confirmation of approval.

Thanks,

Averyt Knapp

o-979-567-6116

f-979-567-0853

*Michael Wiley o-254-773-8824

* Nick Perez, o-956-383-3112 *

---

**P.O. 748328.pdf**
5 KB

---

FORM BFA-65-3 • TO REORDER CALL:
GREAT AMERICAN 1-800-231-0329

# ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CALDWELL COUNTRY CHEVROLET (TRANSFEROR'S NAME - PRINT) state that the odometer now reads 5 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is **NOT** the actual mileage. WARNING — ODOMETER DISCREPANCY.

MAKE: CHEVROLET

MODEL: SIVERADO 2500 BODY TYPE:

VEHICLE IDENTIFICATION NUMBER: 1GC1KUEY3HF103362

YEAR: 2017

TRANSFEROR'S NAME: CALDWELL COUNTRY CHEVROLET (PRINTED NAME)

TRANSFEROR'S ADDRESS: 800 E. HWY 21 (STREET)

CALDWELL (CITY) TX (STATE) 77836 (ZIP CODE)

TRANSFEROR'S NAME X [signature] (SIGNATURE)

DATE OF STATEMENT: 01/20/17

TRANSFEREE'S NAME: HIDALGO COUNTY

TRANSFEREE'S ADDRESS: 1051 N DOOLITTLE (STREET)

EDINBURG (CITY) TX (STATE) 78542 (ZIP CODE)

TRANSFEREE'S NAME X [signature] (SIGNATURE)

HIDALGO COUNTY (PRINTED NAME)

CALDWELL COUNTRY
CHEVROLET
P.O. Box 27
Caldwell, Texas 77836
979-567-1500 fax 979-567-0853

Invoice No HF103362

# INVOICE

**Customer**

Name ~~HIDALGO COUNTY~~
Address ~~1051 N DOOLITTLE~~
City ~~EDINBURG~~ State ~~TX~~ Zip ~~78542~~
Phone ~~(956)383-3112~~

Date 01/20/2017
Order No.
Rep
FOB

| Quantity | Description | Unit Price | TOTAL |
|---|---|---|---|
| 1 | 2017 CHEVROLET SIVERADO 2<br>VIN# 1GC1KUEY3HF103362<br>PO# 748328<br><br>TRADE:<br><br>**PLEASE MAIL PAYMENT TO:**<br><br>CALDWELL COUNTRY CHEVROLET<br>PO BOX 27<br>CALDWELL, TEXAS 77836<br><br>**TERMS: NET 30** | 39927.00 | 39927.00 |

**Payment Details**

- ○ Cash
- ⊗ Check
- ○ Credit Card

Name
CC#
Expires

| | |
|---|---|
| Subtotal | ~~39927.00~~ |
| Shipping & Handling | ~~0.00~~ |
| Taxes State | |
| | |
| **TOTAL** | 39927.00 |

Office Use Only

DEAL# 93895

*PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET*

# CERTIFICATE OF ORIGIN FOR A VEHICLE

6982

GM

RBLPD019

DATE
12/16/16

INVOICE NO.
10D54976302

VEHICLE IDENTIFICATION NO.
1GC1KUEY3HF103362

YEAR
2017

MAKE
CHEVROLET

BODY TYPE
SILVERADO 4WD CREW CAB PICKUP

SHIPPING WEIGHT
7442

| H.P. (S.A.E.) | G.V.W.R. | NO. CYLS. | SERIES OR MODEL |
|---|---|---|---|
| 53.8 | 10000 | 08 | CK25943 |

N.T.R.
3/4

P.O. NUMBER HIDALGOCO-2X

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 TSFVTS

CALDWELL COUNTRY CHEVROLET
PO BOX 27
CALDWELL TX 77836-0027

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

**********
* THIS VEHICLE*
* HAS A *
* 50-STATE *
* EMISSION *
* SYSTEM *
**********

GENERAL MOTORS LLC

BY: _____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

G74848966

DETROIT MI 48243-1114
CITY - STATE

GM 521 REV. 10-05 P6F04500109457

# CALDWELL COUNTRY CHEVROLET

800 Presidential Corridor East
P.O. Box 27
Caldwell, Texas 77836
(979) 567-1500 • Fax (979) 567-4907

| SOURCE | SALESMAN | DATE |
|---|---|---|
| | WILEY,MICHAEL | 01/20/2017 |

CUSTOMER NAME: HIDALGO COUNTY

ADDRESS: 1051 N DOOLITTLE — RES PH: (956)383-3112

CITY/STATE/ZIP: EDINBURG, TX 78542 — BUS PH:

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE NEW ☐ USED ☐ DEMO ☐

| STOCK NO. | YEAR | MAKE MODEL COLOR | VIN | KEY # | LIC NO |
|---|---|---|---|---|---|
| 103362F | 2017 | CHEVROLET SIVERADO 2 WHI | 1GC1KUEY3HF103362 | | |

**ODOMETER MILEAGE STATEMENT SELLING VEHICLE**

I, CALDWELL COUNTRY CH (TRANSFEROR'S NAME PRINT SALESMAN), state that the odometer of the vehicle described above now reads 5 miles kilometers. Check one box in each section.

- ☒ I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described above.
- ☐ I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in access of designed mechanical odometer limit of 99,999 miles kilometers of the vehicle described above.
- ☐ I hereby certify that to the best of my knowledge the odometer reading as stated above is NOT the actual mileage of the vehicle described above and should not be relied upon.
- ☐ I hereby certify that the odometer of said vehicle was not altered, set back or disconnected while in my possession, and I have no knowledge of anyone else doing so.
- ☐ I hereby certify that the odometer was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer was identical to that before such service.
- ☐ I hereby certify that the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero and that the mileage on the original odometer before repair was _____ miles.

**ODOMETER MILEAGE STATEMENT TRADE-IN VEHICLE**

(Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee for attorney fees and for civil or criminal penalties pursuant to sections 409,4112, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub L 92 513 as amended by Pub L 94 364).

I, HIDALGO COUNTY (TRANSFEROR'S NAME PRINT BUYER), state that the odometer of the vehicle described above now reads _____ miles kilometers. Check one box only in each section.

- ☐ I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described above.
- ☐ I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in access of designed mechanical odometer limit of 99,999 miles kilometers of the vehicle described above.
- ☐ I hereby certify that to the best of my knowledge the odometer reading as stated above is NOT the actual mileage of the vehicle described above and should not be relied upon.
- ☐ I hereby certify that the odometer of said vehicle was not altered, set back, or disconnected while in my possession and I have no knowledge of anyone else doing so.
- ☐ I hereby certify that the odometer was altered for repair or replacement purposes while in my possession and that the mileage registered on the repaired or replacement odometer was identical to that before such service.
- ☐ I hereby certify that the repaired or replacement odometer was incapable of registering the same mileage that it was reset to zero and that the mileage on the original odometer or the odometer before repair was _____ miles.

SALESMAN'S NAME WILEY,MICHAEL — CUSTOMER'S NAME HIDALGO COUNTY

TRADE IN

| YEAR | MAKE MODEL | COLOR | |
|---|---|---|---|
| VIN | | LICENSE NO. | VALIDATION NO. |
| PAY OFF TO | | QUOTED BY | |
| ☐ CHECK IF VEHICLE HAS "RECONDITIONED" TITLE | | GOOD UNTIL | |

**A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**

| | | | | |
|---|---|---|---|---|
| SALES PRICE | | | 39915 | .00 |
| HAZ - ROAD | | | | |
| USED CAR PURCHASER, NOTE: "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale". | | | | |
| "I assume responsibility for furnishing a clear and negotiable title. I understand that the trade payoff (if any) is an estimate and will guarantee actual payoff. | | | | |
| I understand this vehicle has been used as a company demonstrator and was placed in service. Date_____ | | | | |
| Signed_____ | | | | |
| | | | | N/A |
| | | | | N/A |
| | | | | N/A |
| | | | | |
| | | | | |
| | | | | |
| ETAG FEE | | | 5 | .00 |
| | SALES PRICE | | 39920 | .00 |
| | REBATE | | | N/A |
| | TOTAL CASH PRICE | | 39920 | .00 |
| | TRADE ALLOWANCE | | | N/A |
| | TAXABLE DIFFERENCE | | 39920 | .00 |
| | TAX | | | N/A |
| | ADVALOREM TAX | | | N/A |
| | * PAYOFF | | | N/A |
| | DOCUMENTARY FEE | | | N/A |
| LICENSE N/A — TRANSFER N/A — TITLE N/A — STATE INSPECTION 7.00 | | | 7 | .00 |
| | | | | |
| | TOTAL | | 39927 | .00 |
| | DEPOSIT | | | N/A |
| (SUBJECT TO ACTUAL PAYMENT) → | CASH ON DELIVERY | | | N/A |
| | BALANCE DUE | | 39927 | .00 |

LIEN HOLDER: 3*CASH

DRAFT AMOUNT: 39927.00 — DATE OF LIEN: 01/20/2017 — QUOTED BY — RECEIPT #

DRAFT THROUGH

INSURED BY: ENTER AUTO INS CO NAME HERE:

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. No contractual relationship is hereby created. Full disclosure required by the Federal Consumer Protection Act will be made prior to consummation of a credit transaction by purchaser's signature to an installment sales contract.

ALL WARRANTIES IF ANY BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE

# APPLICATION FOR TEXAS TITLE

DEAL# 93895 CUST# 103362F TYPE OR PRINT NEATLY IN INK STK# 103362F

**TAX OFFICE USE ONLY**

Tax Collector: _____ County: _____

Date: _____ Transaction Number: _____

Standard Presumptive Value

☐ SPV $ _____

☐ Appraisal Value $ _____

| 1. Vehicle Identification Number | 2. Year | 3. Make | 4. Body Style | 5. Model | 6. Major Color | 7. Minor Color |
|---|---|---|---|---|---|---|
| 1GC1KUEY3HF103362 | 2017 | CHEVROLET | | SIVERADO | WHITE | |

| 8. Plate No. | 9. Odometer Reading (no tenths) | 10. This is the Actual mileage unless one of the following is checked: ☐ Exempt ☐ N- Not Actual Mileage (WARNING-ODOMETER DISCREPANCY) ☐ X- Mileage Exceeds Mechanical Limits |
|---|---|---|
| | 5 | |

| 11. Empty Weight | 12. Carrying Capacity (if any) | 13. For corrected title, check reason(s): ☐ Make ☐ Body Style ☐ Model ☐ Change in Vehicle Description ☐ VIN ☐ Year ☐ Add Lien ☐ Remove Lien ☐ Other ☐ Odometer Reading ☐ Odometer Brand |
|---|---|---|
| | | |

14. Applicant Type ☐ Individual ☐ Business ☐ Government ☐ Trust ☐ Non-Profit

First Applicant/Owner Photo ID Number _____ or FEIN/EIN _____

15. ID Type ☐ U.S. Driver's License/ID Card _____ (State/Territory) ☐ Passport _____ (Country)
☐ U.S. Military ID ☐ NATO ID ☐ Other Military Status of Forces Photo ID
☐ U.S. Citizenship & Immigration Services/DOJ ID ☐ U.S. Department of State ID ☐ U.S. Department of Homeland Security ID

16a. Applicant/Owner Legal Name
First _____ Middle _____ Last _____ Suffix (if any) _____

16b. Entity Name: HIDALGO COUNTY

17. Owner County of Residence: _____

18. Additional Owner Name (if applicable)
First _____ Middle _____ Last _____ Suffix (if any) _____

| 19. Mailing Address | City | State | Zip |
|---|---|---|---|
| 1051 N DOOLITTLE | EDINBURG | TX | 78542 |

| 20. Previous Owner Name/Business Name | City | State | Dealer GDN (if applicable) | Unit No.(if applicable) |
|---|---|---|---|---|
| CALDWELL COUNTRY CHEVROLET | CALDWELL | TX | | |

21. Renewal Recipient Name (if different)
First _____ Middle _____ Last _____ Suffix (if any) _____

22. Renewal Mailing Address (if different) _____ City _____ State _____ Zip _____

23. Vehicle Location Address (if different) _____ City _____ State _____ Zip _____

| 24. First Lien Date | 25. Lienholder Name (first) | 26. Certified Lienholder ID No. | 27. Electronic Title Request? ☐ (Cannot check # 28) 28. Additional Lien(s)? ☐ (Attach Form VTR-267) |
|---|---|---|---|
| | | | |

29. Lienholder Mailing Address _____ City _____ State _____ Zip _____

30. Check only if applicable: **MOTOR VEHICLE TAX STATEMENT**

☐ I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 [c]).

☐ I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 [c]). GDN or Lessor Number _____

31. ☐ Trade-in (if any) Vehicle Identification Number _____ Year _____ Make _____

32. ☐ Additional Trade-ins?

33. **SALES AND USE TAX COMPUTATION**

| | | | |
|---|---|---|---|
| [X] (a) Sales Price($ N/A rebate has been deducted) | $ 39915.00 | ☐ | $90 New Resident Tax - (Previous State) |
| (b) Less Trade-in Amount, described in Item 31 above | $( N/A ) | ☐ | $5 Even Trade Tax |
| (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 31 above | $( N/A ) | ☐ | $10 Gift Tax - Use Comptroller Form 14-317 |
| | | ☐ | $65 Rebuilt Salvage Fee |
| (d) Taxable Amount (Item a minus Item b or Item c) | $ 39915.00 | ☐ | 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) |
| (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) | $ N/A | ☐ | 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) |
| (f) Late Tax Payment Penalty ☐ 5% or ☐ 10% | $ N/A | ☐ | Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: |
| (g) Tax Paid to _____ (STATE) | $ N/A | | |
| (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) | $ N/A | ☐ | $28 or $33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.) |

**I Hereby Certify That All Statements In This Document Are True And Correct To The Best Of My Knowledge And Belief.**

34. _____ CALDWELL COUNTRY CHEVROLET 01/20/17
Signature of Seller, Donor, or Trader — Printed Name (Same as Signature) — Date

35. _____ _____ _____
Signature of Additional Seller(s), Donor(s), or Trader(s) — Printed Name(s) (Same as Signature(s)) — Date

36. _____ HIDALGO COUNTY 01/20/17

HIDalgo

# Vehicle Inspection Connection (VIC)

dps logo

## Texas Department of Public Safety

### Vehicle Inspection Report

Authorization Code:
CDKGUD50ZBAWX

**PLEASE RETAIN FOR YOUR RECORDS**

| | |
|---|---|
| Overall Result: | Pass |
| Test Date/Time: | 01/19/2017 02:00 PM |
| Inspection Class: | 1YR |
| Inspection Exp Date: | 01/31/2018 |

### Fees

| | |
|---|---|
| Inspection Fee: | $7.00 |
| Repair Cost: | $0.00 |
| Total: | $7.00 |

### Vehicle Information

| | |
|---|---|
| VIN: | 1GC1KUEY3HF103362 |
| License Number: | NONE |
| Vehicle Type: | Truck (Under 80" wide) |
| Year: | 2017 |
| Make: | CHEVROLET |
| Model: | SILVERADO 2500HD |
| Fuel Type: | Diesel |
| Odometer Reading: | 5 |
| Insurance Exp: | 02/01/2018 |
| Insurance Mileage Exp: | |

### Station Information

| | |
|---|---|
| Station #: | 2P032619 |
| Station Name: | JON HILDEBRAND'S CALDWELL COUNTRY CHEV-PONT |
| Station Address: | 800 E PRESIDENTIAL CORRIDOR CALDWELL, TX 77836 |
| Inspector Name: | LONNIE LIEBENGOOD |

### Inspection Information

| | |
|---|---|
| Inspection Type: | ONE YEAR SAFETY ONLY |
| Test Type: | INITIAL |
| Affidavit Type: | |

I certify that I have properly performed the vehicle inspection according to the state regulations and procedure manuals, and as the undersigned duly appointed inspector, hereby certify that I have physically examined the manufacturer's vehicle identification number of the motor vehicle described above.

Lonnie Liebengood
Certified Inspector Signature

1-19-17
Date

FORM BFA-65-3 • TO REORDER CALL:
GREAT AMERICAN 1-800-231-0329

# ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CALDWELL COUNTRY CHEVROLET (TRANSFEROR'S NAME - PRINT) state that the odometer now reads 6 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is **NOT** the actual mileage.
WARNING — ODOMETER DISCREPANCY.

MAKE: CHEVROLET

MODEL: SIVERADO 2500 BODY TYPE:

VEHICLE IDENTIFICATION NUMBER: 1GC1KUEY7HF102912

YEAR: 2017

TRANSFEROR'S NAME: CALDWELL COUNTRY CHEVROLET (PRINTED NAME)

TRANSFEROR'S ADDRESS: 800 E. HWY 21 (STREET)

CALDWELL (CITY) TX (STATE) 77836 (ZIP CODE)

TRANSFEROR'S NAME X [signature] (SIGNATURE)

DATE OF STATEMENT: 01/24/17

TRANSFEREE'S NAME: HIDALGO COUNTY

TRANSFEREE'S ADDRESS: 1051 N DOOLITTLE (STREET)

EDINBURG (CITY) TX (STATE) 78542 (ZIP CODE)

TRANSFEREE'S NAME X [signature] (SIGNATURE)

HIDALGO COUNTY (PRINTED NAME)

**CALDWELL COUNTRY**
**CHEVROLET**
P.O. Box 27
Caldwell, Texas 77836
979-567-1500 fax 979-567-0853

Invoice No HF102912

# INVOICE

**Customer**

Name HIDALGO COUNTY
Address 1051 N DOOLITTLE
City EDINBURG State TX Zip 78542
Phone (956)383-3112

Date 01/24/2017
Order No.
Rep
FOB

| Quantity | Description | Unit Price | TOTAL |
|---|---|---|---|
| 1 | 2017 CHEVROLET SIVERADO 2<br>VIN# 1GC1KUEY7HF102912<br>PO# 748328<br><br>TRADE:<br><br>**PLEASE MAIL PAYMENT TO:**<br><br>CALDWELL COUNTRY CHEVROLET<br>PO BOX 27<br>CALDWELL, TEXAS 77836<br><br>**TERMS: NET 30** | 39927.00 | 39927.00 |

**Payment Details**

- ○ Cash
- ⊗ Check
- ○ Credit Card

Name
CC#
Expires

| | |
|---|---|
| Subtotal | 39927.00 |
| Shipping & Handling | 0.00 |
| Taxes State | |
| | |
| **TOTAL** | 39927.00 |

Office Use Only
DEAL# 93983

*PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET*

# APPLICATION FOR TEXAS TITLE

DEAL# 93983 CUST# 102912F TYPE OR PRINT NEATLY IN INK STK# 102912F

**TAX OFFICE USE ONLY**

Tax Collector: _____ County: _____

Date: _____ Transaction Number: _____

Standard Presumptive Value

☐ SPV $ _____

☐ Appraisal Value $ _____

| 1. Vehicle Identification Number | 2. Year | 3. Make | 4. Body Style | 5. Model | 6. Major Color | 7. Minor Color |
|---|---|---|---|---|---|---|
| 1GC1KUEY7HF102912 | 2017 | CHEVROLET | | SIVERADO | WHITE | |

| 8. Plate No. | 9. Odometer Reading (no tenths) | 10. This is the Actual mileage unless one of the following is checked: ☐ Exempt |
|---|---|---|
| | 6 | ☐ N- Not Actual Mileage (WARNING-ODOMETER DISCREPANCY) ☐ X- Mileage Exceeds Mechanical Limits |

| 11. Empty Weight | 12. Carrying Capacity (if any) | 13. For corrected title, check reason(s): |
|---|---|---|
| | | ☐ Make ☐ Body Style ☐ Model ☐ Change in Vehicle Description ☐ VIN ☐ Year<br>☐ Add Lien ☐ Remove Lien ☐ Other ☐ Odometer Reading ☐ Odometer Brand |

14. Applicant Type ☐ Individual ☐ Business ☐ Government ☐ Trust ☐ Non-Profit

First Applicant/Owner Photo ID Number _____ or FEIN/EIN _____

15. ID Type ☐ U.S. Driver's License/ID Card _____ (State/Territory) ☐ Passport _____ (Country)
☐ U.S. Military ID ☐ NATO ID ☐ Other Military Status of Forces Photo ID
☐ U.S. Citizenship & Immigration Services/DOJ ID ☐ U.S. Department of State ID ☐ U.S. Department of Homeland Security ID

16a. Applicant/Owner Legal Name
First _____ Middle _____ Last _____ Suffix (if any) _____

16b. Entity Name: HIDALGO COUNTY

17. Owner County of Residence: _____

18. Additional Owner Name (if applicable)
First _____ Middle _____ Last _____ Suffix (if any) _____

19. Mailing Address: 1051 N DOOLITTLE City: EDINBURG State: TX Zip: 78542

20. Previous Owner Name/Business Name: CALDWELL COUNTRY CHEVROLET City: CALDWELL State: TX Dealer GDN (if applicable): _____ Unit No.(if applicable): _____

21. Renewal Recipient Name (if different)
First _____ Middle _____ Last _____ Suffix (if any) _____

22. Renewal Mailing Address (if different) _____ City _____ State _____ Zip _____

23. Vehicle Location Address (if different) _____ City _____ State _____ Zip _____

| 24. First Lien Date | 25. Lienholder Name (first) | 26. Certified Lienholder ID No. | 27. Electronic Title Request? ☐ (Cannot check # 28) |
|---|---|---|---|
| | | | 28. Additional Lien(s)? ☐ (Attach Form VTR-267) |

29. Lienholder Mailing Address _____ City _____ State _____ Zip _____

30. Check only if applicable: **MOTOR VEHICLE TAX STATEMENT**

☐ I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 [c]).

☐ I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 [c]). GDN or Lessor Number _____

31. ☐ Trade-in (if any) Vehicle Identification Number _____ Year _____ Make _____

32. ☐ Additional Trade-ins?

33. **SALES AND USE TAX COMPUTATION**

| | | | |
|---|---|---|---|
| [X] (a) Sales Price($ N/A rebate has been deducted) | $ 39915.00 | ☐ | $90 New Resident Tax - (Previous State) |
| (b) Less Trade-in Amount, described in Item 31 above | $( N/A ) | ☐ | $5 Even Trade Tax |
| (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Item 31 above | $( N/A ) | ☐ | $10 Gift Tax - Use Comptroller Form 14-317 |
| | | ☐ | $65 Rebuilt Salvage Fee |
| (d) Taxable Amount (Item a minus Item b or Item c) | $ 39915.00 | ☐ | 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ |
| (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) | $ N/A | ☐ | 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ |
| (f) Late Tax Payment Penalty ☐ 5% or ☐ 10% | $ N/A | ☐ | Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: |
| (g) Tax Paid to _____ (STATE) | $ N/A | | |
| (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g) | $ N/A | ☐ | $28 or $33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.) |

**I Hereby Certify That All Statements In This Document Are True And Correct To The Best Of My Knowledge And Belief.**

34. _____ (Signature of Seller, Donor, or Trader) CALDWELL COUNTRY CHEVROLET (Printed Name (Same as Signature)) 01/24/17 (Date)

35. _____ (Signature of Additional Seller(s), Donor(s), or Trader(s)) _____ (Printed Name(s) (Same as Signature(s))) _____ (Date)

36. _____ HIDALGO COUNTY 01/24/17

# CERTIFICATE OF ORIGIN FOR A VEHICLE

7940

GM

RBLPD019
INVOICE NO.

DATE
12/19/16

10D55034887

VEHICLE IDENTIFICATION NO. | YEAR | MAKE

1GC1KUEY7HF102912 | 2017 | CHEVROLET

BODY TYPE | SHIPPING WEIGHT

SILVERADO 4WD CREW CAB PICKUP | 7442

H.P. (S.A.E.) | G.V.W.R. | NO. CYLS. | SERIES OR MODEL

53.8 | 10000 | 08 | CK25943

N.T.R.
3/4

P.O. NUMBER HIDALGOCO-2X

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 TSFVTT

CALDWELL COUNTRY CHEVROLET
PO BOX 27
CALDWELL TX 77836-0027

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

**********
* THIS VEHICLE*
* HAS A *
* 50-STATE *
* EMISSION *
* SYSTEM *
**********

GENERAL MOTORS LLC

BY: L Shamboris
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

G74853668

DETROIT MI 48243-1114
CITY - STATE

GM 521 REV. 10-05 P6F8JF00101562

8510044765 RR DONNELLEY 0210

# CALDWELL COUNTRY CHEVROLET

800 Presidential Corridor East
P.O. Box 27
Caldwell, Texas 77836
(979) 567-1500 • Fax (979) 567-4907

| SOURCE | SALESMAN | DATE |
|---|---|---|
| | WILEY,MICHAEL | 01/24/2017 |

CUSTOMER NAME: HIDALGO COUNTY
ADDRESS: 1051 N DOOLITTLE — RES PH: (956)383-3112
CITY/STATE/ZIP: EDINBURG, TX 78542 — BUS PH:

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE NEW ☐ USED ☐ DEMO ☐

| STOCK NO. | YEAR | MAKE MODEL COLOR | VIN | KEY # | LIC NO |
|---|---|---|---|---|---|
| 102912F | 2017 | CHEVROLET SIVERADO 2 WHI | 1GC1KUEY7HF102912 | | |

**ODOMETER MILEAGE STATEMENT SELLING VEHICLE**

I, CALDWELL COUNTRY CH (TRANSFEROR'S NAME PRINT SALESMAN) state that the odometer of the vehicle described above now reads 6 miles kilometers. Check one box in each section.

- [X] I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described above.
- [ ] I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in access of designed mechanical odometer limit of 99,999 miles kilometers of the vehicle described above.
- [ ] I hereby certify that to the best of my knowledge the odometer reading as stated above is NOT the actual mileage of the vehicle described above and should not be relied upon.

- [ ] I hereby certify that the odometer of said vehicle was not altered, set back or disconnected while in my possession, and I have no knowledge of anyone else doing so.
- [ ] I hereby certify that the odometer was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer was identical to that before such service.
- [ ] I hereby certify that the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero and that the mileage on the original odometer before repair was _____ miles.

**ODOMETER MILEAGE STATEMENT TRADE-IN VEHICLE**

(Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee for attorney fees and for civil or criminal penalties pursuant to sections 409,4112, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub L 92 513 as amended by Pub L 94 364).

I, HIDALGO COUNTY (TRANSFEROR'S NAME PRINT BUYER), state that the odometer of the vehicle described above now reads _____ miles kilometers. Check one box only in each section.

- [ ] I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described above.
- [ ] I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in access of designed mechanical odometer limit of 99,999 miles kilometers of the vehicle described above.
- [ ] I hereby certify that to the best of my knowledge the odometer reading as stated above is NOT the actual mileage of the vehicle described above and should not be relied upon.

- [ ] I hereby certify that the odometer of said vehicle was not altered, set back, or disconnected while in my possession and I have no knowledge of anyone else doing so.
- [ ] I hereby certify that the odometer was altered for repair or replacement purposes while in my possession and that the mileage registered on the repaired or replacement odometer was identical to that before such service.
- [ ] I hereby certify that the repaired or replacement odometer was incapable of registering the same mileage that it was reset to zero and that the mileage on the original odometer or the odometer before repair was _____ miles.

SALESMAN'S NAME: WILEY,MICHAEL — CUSTOMER'S NAME: HIDALGO COUNTY

TRADE IN

| YEAR | MAKE MODEL | COLOR | |
|---|---|---|---|
| VIN | | LICENSE NO. | VALIDATION NO. |
| PAY OFF TO | | QUOTED BY | |
| ☐ CHECK IF VEHICLE HAS "RECONDITIONED" TITLE | | GOOD UNTIL | |

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

| | | | |
|---|---|---|---|
| LICENSE | N/A | TRANSFER | N/A |
| TITLE | N/A | STATE INSPECTION | 7.00 |

LIEN HOLDER: 3*CASH
DRAFT AMOUNT: 39927.00 — DATE OF LIEN: 01/24/2017 — QUOTED BY: — RECEIPT #:
DRAFT THROUGH — (SUBJECT TO ACTUAL PAYMENT) →
INSURED BY: ENTER AUTO INS CO NAME HERE:

| | | |
|---|---|---|
| SALES PRICE | 39915.00 | |
| HAZ - ROAD | | |
| | | |
| USED CAR PURCHASER, NOTE: "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale". | | |
| "I assume responsibility for furnishing a clear and negotiable title. I understand that the trade payoff (if any) is an estimate and will guarantee actual payoff. | | |
| I understand this vehicle has been used as a company demonstrator and was placed in service. Date_____ | | |
| Signed_____ | | |
| | | N/A |
| | | N/A |
| | | N/A |
| | | |
| | | |
| ETAG FEE | 5.00 | |
| | | |
| SALES PRICE | 39920.00 | |
| REBATE | | N/A |
| TOTAL CASH PRICE | 39920.00 | |
| TRADE ALLOWANCE | | N/A |
| TAXABLE DIFFERENCE | 39920.00 | |
| TAX | | N/A |
| ADVALOREM TAX | | N/A |
| * PAYOFF | | N/A |
| DOCUMENTARY FEE | | N/A |
| | 7.00 | |
| | | |
| TOTAL | 39927.00 | |
| DEPOSIT | | N/A |
| CASH ON DELIVERY | | N/A |
| BALANCE DUE | 39927.00 | |

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. No contractual relationship is hereby created. Full disclosure required by the Federal Consumer Protection Act will be made prior to consummation of a credit transaction by purchaser's signature to an installment sales contract.

JON HILDEBRAND'S
CALDWELL COUNTRY
CHEVROLET - FORD

**We verify that we have accepted possession of this vehicle:**

**VIN #** HF102912

**Today's Date:** 1/25/17

**Business Name:** Hidalgo County Pct. 4

**Location:** 1051 W. Doolittle Rd.

**Accepted by:** Nick Perez

**Printed Name:** Nick Perez

**Title:** Finance Director

**Telephone No:** (956) 383-3112

Note. P.O. For 2016 what was recieved was 2017. will clarify with Mike W.


Caldwell Country Chevrolet
P O Box 27
Caldwell, TX 77836
979-567-1500
www.caldwellcountry.com

Caldwell Country Ford
P O Box 72
Rockdale, TX 76567
512-446-7377
www.rockdalecountryford.com

JON HILDEBRAND'S
CALDWELL COUNTRY
CHEVROLET - FORD

**We verify that we have accepted possession of this vehicle:**

**VIN #** HF103362

**Today's Date:** 1/25/17

**Business Name:** Hidalgo County Pct. 4

**Location:** 1051. N. Doolittle Rd.

**Accepted by:** Nick Perez

**Printed Name:** Nick Perez

**Title:** Finance Director

**Telephone No:** (956) 383-3112

Note: P.O. For 2016 what was recieved was 2017. Will Clearfy with Miky W.


Caldwell Country Chevrolet
P O Box 27
Caldwell, TX 77836
979-567-1500
www.caldwellcountry.com

Caldwell Country Ford
P O Box 72
Rockdale, TX 76567
512-446-7377
www.rockdalecountryford.com

# Purchase Order
# COUNTY OF HIDALGO

PO# 748328

DATE: 08/16/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 358185 REQ: 00303863

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

CONTACT: NICK PEREZ (956)383-3112

SITE: COMMISSIONER, PRECINCT 4

CONTRACT NO: BUYBOARD 430-13

SPECIAL INSTRUCTIONS: PCT#996

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | APPROVED THRU C.C. ON 08/16/2016 UNDER AI-55787 | | |
| | | BUYBOARD:430-13<br>EXP:11/30/2016<br>TWO 2016 CHEVY SILVERADO 2500HD | | |
| 2.00 | EACH | CO ** ASSET # 69364 & 69365 ** 2016 CHEVY SILVERADO 2500 | 23,910.00 | 47,820.00 |
| 2.00 | EACH | CO 2016 CREW CAB 4X4 | 5,885.00 | 11,770.00 |
| 2.00 | | VINYL 40/40/40 SEAT (INCL) | .00 | .00 |
| 2.00 | | RUBBER FLOOR (INCL) | .00 | .00 |
| 2.00 | | A/C; AM/FM RADIO (INCL) | .00 | .00 |
| 2.00 | | 8FT BED (INCL) | .00 | .00 |
| 2.00 | | POWER WINDOWS & LOCKS (INCL) | .00 | .00 |
| 2.00 | EACH | CO 6.6L DIESEL | 8,165.00 | 16,330.00 |
| 2.00 | EACH | CO CONVENIENCE PACKAGE | 342.00 | 684.00 |
| 2.00 | | CO POWER MIRRORS (INCL) | .00 | .00 |
| 2.00 | | KEYLESS ENTRY (INCL) | .00 | .00 |
| 2.00 | EACH | CO TRAILER TOW PACKAGE | 266.00 | 532.00 |
| 2.00 | EACH | CO ELECTRONIC TRANSFER CASE | 190.00 | 380.00 |
| 2.00 | EACH | CO BRAKE CONTROLLER | 261.00 | 522.00 |
| 708.00 | MILE | CO ADDITIONAL DELIVERY CHARGE | 2.00 | 1,416.00 |
| 1.00 | EACH | CO BUYBOARD FEE PER PURCHASE ORDER | 400.00 | 400.00 |
| | | TOTAL: | | 79,854.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 6-1350-431-00-124-153-0-752 79,854.00 | | |

Authorized by: Martha L Salazar

PCT: 996
Req: 303863
PO: 748328

Done:

# CALDWELL COUNTRY FORD - CHEVROLET

**800 HWY. 21 E. CALDWELL, TEXAS 77836**

**BUYBOARD BID 430-13**

| | | | |
|---|---|---|---|
| **End User:** | HIDALGO COUNTY PCT#4 | **Caldwell Rep:** | MICHAEL WILEY |
| **Contact:** | NICK PEREZ | **Phone/fax:** | 254-773-8824 / 254-773-8808 |
| **Phone/email:** | 956-383-3112 / nick.perez@co.hidalgo.tx.us | **Date:** | Wednesday, July 13, 2016 |
| **Product Description:** | CHEVY SILVERADO 2500 | **email:** | mwiley@caldwellcountry.com |

**A. Bid Series:** 25 — **A. Base Price:** $ 23,910.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| K25943 | 2016 CREW CAB 4X4 | $ 5,885.00 | LML | 6.6.L DIESEL | $ 8,165.00 |
| | 6.0L V8; 6-SPD AUTOMATIC | INCL | PCR | CONVENIENCE PACKAGE | $ 342.00 |
| | VINYL 40/40/40 SEAT | INCL | | POWER MIRRORS | INCL |
| | RUBBER FLOOR | INCL | | KEYLESS ENTRY | INCL |
| | A/C; AM/FM RADIO | INCL | Z82 | TRAILER TOW PACKAGE | $ 266.00 |
| | 8FT BED | INCL | NQF | ELETRONIC TRANSFER CASE | $ 190.00 |
| | POWER WINDOWS & LOCKS | INCL | JL1 | BRAKE CONTROLLER | $ 261.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | **Total of B. Published Options:** | $ 15,109.00 |

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | 90-120 DAYS | DELIVERY |
| | | | |
| | | | |
| | | | |
| | | | |
| | | WHITE IN COLOR | COLOR |
| | | **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:** 354 miles | $ 708.00 |
| **K.** | **Subtotal:** | $ 39,727.00 |
| **L.** | **Quantity Ordered** 2 **x K =** | $ 79,454.00 |
| **M.** | **Trade in:** | |
| **N.** | **BUYBOARD FEE PER PURCHASE ORDER** | $ 400.00 |
| **O.** | **TOTAL PURCHASE PRICE WITH BUYBOARD FEE** | $ 79,854.00 |

# Hidalgo County Purchasing Department
# Request Form (Vehicle Replacement Program)

(Please Type or Print Information)

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person or by email to: rudy.salinas1@co.hidalgo.tx.us and to tanya.delira@co.hidalgo.tx.us **(Request information will ensure that we solicit quotations based on your specifications)**

| | |
|---|---|
| Request Date: August 2, 2016 | |
| Department: Hidalgo County Pct. 4 | |
| Name of Approving Elected Official/Department Head/Supervisor: Joseph Palacios | |
| Delivery Location: 1124. North M Rd. Edinburg, TX 78574 | |
| Point of Contact: Nick Perez | Contact Phone Number: 956-383-3112<br>Contact Fax Number: 956-381-5905 |
| Contact E-Mail: nick.perez@co.hidalgo.tx.us | |
| Budget Account Number: | |
| Signature of Approving Elected Official/Department Head/Supervisor: Joseph Palacios | |
| Estimated Date Goods/Services are required: 09/30/2016 | |

Vehicle Description: (Please provide detailed information (specifications) and quantities of the vehicle (s) being requested; use additional sheets if required.

- One 2017 Explorer, Sport Utility. ✔
- ~~Two~~ 2017 Chevy Silverado 1500- one
- ~~One~~ 2016 Chevy Silverado 2500HD- Two

Nick Perez
8/10/16.

Note: See attached pdf. for vehicle specifications.

**FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department**

| | |
|---|---|
| **Procurement Manager Notes:** | |
| **Assigned to Buyer:** | |
| **Date Assigned:** | |
| **Project Type:** | |
| **Project Number:** | |
| **Notified Department on:** | |
| **Special Instructions by Procurement Manager:** | |

**AI-58346** **Purchasing Department** **23. E. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authority to enter into a (36) month software renewal license subscription agreement for the Hidalgo County Public Defender's Office and Justice Works, LLC for the amount of $2.00 per every new case opened and subject to compliance with HB23 and HB1295 [if and when applicable].

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-412-30-085-003-0-340

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

**BUDGETARY IMPACT:**

## Attachments

AGREEMENT

LEGAL REVIEW

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 05:19 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Rocio Villarreal | | Started On: 02/02/2017 10:34 AM |
| Final Approval Date: 02/02/2017 | | |

# SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

**"LICENSEE"**

**Name: Hidalgo County Public Defender's Office**

**Address: 100 N. Closner – 5th Fl, Edinburg, TX 78539**

**"LICENSOR"**

**Name: Justice Works, LLC**

**Address: 1148 Legacy Crossing Blvd Ste 330**
**Centerville, UT 84014**

**EFFECTIVE DATE: February 10, 2017**

**1. Grant of License.** Justice Works, LLC ("Licensor") hereby grants to Licensee, and Licensee accepts from Justice Works, a limited, personal, nonexclusive, nontransferable, nonassignable license to use the Licensor's defender Data Software Program and related documentation (hereinafter the "Licensed Software," as defined in Exhibit A attached hereto and made a part of this Agreement), in machine-readable source and object code formats, at a single designated CPU, or at a designated number of Workstations, or designated Site(s), as the case may be and as set forth in the attached Exhibit A, subject to and in accordance with the terms, conditions and limitations of this Agreement.

**2. Scope of License.** Licensee agrees that it will use the Licensed Software hereunder only in connection with its own firm and, it will not, without the express written permission of Justice Works, sell, lease, or otherwise provide or make available the Licensed Software to any third party. For purposes of the foregoing, Licensee's "own firm" shall include Licensee's affiliates as identified in the attached Exhibit A.

**3. Payment Terms.**

(a) License Fees. License fees will be based on the monthly subscription fees (the "Monthly Subscription Fees") and the license initiation fee (the "Initiation Fee") as provided in Exhibit A.

(b) Term Commitment. Licensee commits to and agrees to pay the Monthly Subscription Fees described in the attached Exhibit A ("Term Commitment").

(c) Justice Works shall invoice Licensee monthly for the License Subscription Fees. All invoiced fees are due net 30 days from the date of Justice Works' invoice and are non-refundable. If Justice Works does not receive the full invoiced amount within thirty (30) days of the invoice date, an additional one-point-five percent (1.5%) (or the highest amount allowed by law, whichever is lower) per month will be added to the unpaid balance of the Licensee and shall be immediately due and payable to Justice Works. Licensee shall also be liable for any and all reasonable attorneys' fees and costs of collection arising from Justice Works' efforts to collect any unpaid balance of Licensee's account.

**4. License Activation Date.** The License Activation Date shall be the date that Licensee receives the Licensed Software or the Effective Date of this Agreement, whichever is later.

**5. Duration and Termination**

(a) Duration. Unless terminated earlier as provided elsewhere in this Agreement, Justice Works will continue to provide the Licensed Software for as long as the Licensee continues to pay the Monthly Subscription Fees during the Term defined in Exhibit A ("Term"). In the event that Licensee continues to license the Licensed Software past the Term, it shall continue only on a month to month basis, with either party having the right to terminate the Agreement at any time upon thirty (30) days prior written notice to the other party, unless terminated earlier as provided elsewhere in this Agreement. During any such extended period of this Agreement, Justice Works, at its option, may invoice Licensee at the fee rates contained in this Agreement or at fee rates being charged other licensees for the Licensed Software at that time.

(b) Voluntary Termination. Effective at any time after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon thirty (30) days prior written notice. Should Licensee terminate this Agreement before the completion of the Term Commitment for any reason other than material breach of this Agreement by Justice Works, Licensee shall be responsible for the payments specified in Section 5(e).

(c) For Breach. Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach. Without limiting the generality of the

foregoing, failure to make any payment to Justice Works when due is a material breach of this Agreement on the part of Licensee. Should Justice Works, as a result of Licensee's material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, Licensee shall be responsible for the payments specified in Section 5(e).

(d) Effect of Termination. Within ten (10) days after termination of this Agreement, Licensee shall uninstall the Licensed Software and return the Licensed Software with all copies and all documentation to Justice Works.

(e) Early Termination Charges. The fees, rates and discounts set forth in this Agreement are based on Licensee's commitment to license the Licensed Software for the entire Term Commitment. Licensee understands and agrees that it is impossible to calculate Justice Works' loss if the Agreement is terminated prior to the end of the Term Commitment. Therefore, to compensate Justice Works for such loss, and not as penalty, Licensee shall -- in the case of voluntary termination pursuant to Section 5(b) or Justice Works' termination pursuant to Section 5(c) -- pay an early termination charge. The early termination charge shall equal the average of the Monthly Subscription Fees incurred to date multiplied by the number of months remaining in the Term Commitment. The early termination charge shall be paid by Licensee within thirty (30) days after the date of Justice Works' invoice therefore.

(f) Other Charges. Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by Justice Works prior to the termination of this Agreement, as the case may be.

**6. License Not a Sale**. The license pursuant to this Agreement does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in Justice Works. Nor shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

**7. Software Maintenance** Justice Works shall have no obligation to provide modifications or enhancements to the Licensed Software except as may be provided in a separate maintenance agreement. Defects encountered in the software or data will be remedied by Justice Works. Failure to remedy critical defects within 30 days of the defect report is a material breach of this Agreement on the part of Justice Works.

**8. User Registration.** Each qualified "user" of the Licensed Software will be assigned a separate login name by Justice Works or Licensee. It is Licensee's responsibility to keep all login names and passwords secret. Licensee agrees that each registered user account will be used by one person at a time. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user.

**9. Warranties.** For so long as Licensee licenses the Licensed Software from Justice Works, Justice Works warrants that the Licensed Software will substantially conform to its documentation; provided, however, that Justice Works may void this warranty if Licensee (i) augments or alters the Licensed Software or causes or allows any other person to do so; (ii) fails to install any upgrade, enhancement, fix or release of the Licensed Software made available by Justice Works; or (iii) fails to keep its payments to Justice Works current.

**10. DISCLAIMERS.**

(a) DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY. LICENSEE EXPRESSLY AGREES THAT USE OF THE LICENSED SOFTWARE IS AT ITS SOLE RISK. THE LICENSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER JUSTICE WORKS NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY WARRANTY WHATSOEVER REGARDING THE LICENSED SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE LICENSED SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND JUSTICE WORKS HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL SUPPLIERS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE. LICENSEE FURTHER AGREES THAT JUSTICE WORKS SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR,

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(b) LICENSEE REMEDIES. LICENSEE'S REMEDIES SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO JUSTICE WORKS BY OR ON BEHALF OF LICENSEE FOR LICENSING THE LICENSED SOFTWARE IN THE 12 MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE. JUSTICE WORKS IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF JUSTICE WORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MODIFICATIONS MADE TO THE LICENSED SOFTWARE BY LICENSEE OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES.

(c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Justice Works' liability is limited to the greatest extent permitted by law.

**11. Proprietary property of Justice Works**.

(a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of Justice Works, and Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, Justice Works, which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customers of Licensee. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to disclose such use, and approval of such materials, by Justice Works.

(b) Licensee acknowledges that the Licensed Software is highly confidential proprietary information and trade secrets of Justice Works, the unauthorized disclosure of any part of which would result in serious injury to Justice Works. Licensee shall take reasonable precautions to maintain the security and confidentiality of the Licensed Software, which precautions shall not be less stringent than those employed, or those that reasonably should be employed, by Licensee to protect its own most proprietary information.

(c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and to comply with applicable laws and regulations.

(d) The obligations of this Paragraph 11 shall survive termination of this Agreement. Licensee understands that the unauthorized publication or disclosure of any Licensed Software or copies thereof, or the unauthorized use of the Licensed Software, would cause irreparable harm to Justice Works for which there is no adequate remedy at law. Licensee therefore agrees that in the event of such unauthorized disclosure or use, Justice Works may, at its discretion and at Licensee's expense, terminate this Agreement, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps as it deems necessary to protect its rights. If Justice Works, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to Justice Works, that there will be no such unauthorized disclosure or use. In the absence of such assurance, Justice Works may take such steps as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 12(a). The rights of Justice Works hereunder are in addition to any other remedies provided by law.

(e) In the event Licensee intentionally and willfully engages in any unauthorized use, disclosure or application of the Licensed Software, or willfully and intentionally permits or causes the unauthorized use, disclosure or application of the Licensed Software, Licensee shall forfeit its rights to use the Licensed Software under this Agreement or any other

agreement between Licensee and Justice Works, together with all payments made under this Agreement or any other agreement, cease all use of the Licensed Software, and return all copies of the Licensed Software, and all documentation, in any form, to Justice Works or its successor. Justice Works may, at Licensee's expense, take such lawful steps as it deems necessary to preserve the security of the Licensed Software and prevent Licensee's further use thereof.

(f) The rights of Justice Works under this Agreement supplement and are not in lieu of any other remedies provided by law or in equity. In addition, Licensee shall be liable for all of Justice Works' costs and attorneys' fees in connection with the pursuit by Justice Works of any remedy provided or permitted by this Agreement, unless otherwise specified.

**12. General**

(a) Waiver of Breach. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.

(b) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Justice Works or its assigns or successors.

(c) Governing Law. This Agreement shall be applied and construed according to the laws of the State of Texas without regard to conflicts of laws provisions thereof.

(d) Severability. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken.

(e) Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

(f) Jurisdiction. By entering this Agreement, Licensee agrees to and does hereby submit to the personal jurisdiction of the courts in or for the State of Texas in the event any legal action is commenced by Justice Works or its successors or assigns to enforce any rights arising hereunder.

(g) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.

(h) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitutes the entire agreement of the parties and supersedes all prior discussion and correspondence between them with respect to the subject matter hereof. No modification of this Agreement shall be effective unless the same is in writing and signed by both parties.

(i) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.

(j) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail or commercial overnight delivery service, with provisions for a receipt, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing).

**13. Indemnify.** Licensor shall indemnify and hold harmless Licensee, 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 Licensee arising out of, resulting from, or connected with the provision of the service by Licensor under this agreement. Said indemnity shall cover any act or failure to act by the Licensor, its agents or employees.

**14. Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of Licensee does not appropriate sufficient funds to meet the obligations of Licensee under this Agreement, Licensee may terminate this Agreement upon ninety (90) days written notice to Licensor. Licensee 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 Licensee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN WITNESS WHEREOF we have set our hand as of the date first noted above.

LICENSEE: _____

By: _____

Title:_____

Date:_____

LICENSOR: Justice Works, LLC

By: _____

Title: _____

Date: _____

APPROVE AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

EXHIBIT A

1. Description of Software:

defenderData Client Application for Case/Docket management.

2. Price of Software Subscription and License Initiation Fee

A. License Initiation Fee $ 0

B. Monthly Software Subscription $ 2.00 Per New Case Opened

C. Minimum Monthly Usage Charge $ _____

3. Term & Term Commitment

A. Term - The Agreement shall commence on the date of the final execution thereof, and it shall continue for a period of thirty-six (36) months from the date of License Activation.

B. Term Commitment - Initiation Fee and thirty-six (36) months' Monthly Subscription Fees

4. Customer Installation Site(s)

A. Site Address: Site #1

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## FW: page 4

**From :** Marynel Trevino <mntrevino@atlashall.com> Thu, Feb 02, 2017 01:16 PM
**Subject :** FW: page 4
**To :** Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Rocio: as per Mr. Crain, its ok.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

-----Original Message-----
From: Steve Crain [mailto:scrain@atlashall.com]

Sent: Thursday, February 02, 2017 11:04 AM
To: 'Marynel Trevino' <mntrevino@atlashall.com>
Subject: RE: page 4

It is OK.

-----Original Message-----
From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Thursday, February 02, 2017 10:28 AM
To: 'Steve Crain' <scrain@atlashall.com>
Subject: FW: page 4

Sir,

Rocio called see her email below she sent yesterday.

Thank you,
Marynel

-----Original Message-----
From: Rocio Villarreal
[mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 01, 2017 11:28 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: page 4

Mr. Crain:

Attached for your review is the modified agreement. Please review and approve as to form.

thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, February 1, 2017 8:22:33 AM

Subject: page 4

Good morning Rocio: :)

As per Mr. Crain, please refer to the proposed revisions on page 4 of the Software Subscription License Agreement. Should you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J. Joseph Vale ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Telephone Number (956) 632-8221
Office Telephone Number (956) 682-5501
Facsimile Number (956) 686-6109
Website address: www.atlashall.com

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This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

# 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:**
2017-161674

**Date Filed:**
02/02/2017

**Date Acknowledged:**

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

Justice Works, LLC
Centerville, UT United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Public Defender'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-17-089-02-07
Custom legal case management software.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Odekirk, Michael | Centerville, UT United States | X | |
| Richey, Keith | Centerville, UT United States | X | |
| Kerr, Gordon | Centerville, UT United States | X | |
| Richey, Carl | Centerville, UT United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ROBYN TOLMAN
Notary Public State of Utah
My Commission Expires on:
February 12, 2017
Comm. Number: 663503

Craig Richey
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Craig Richey, this the 2nd day of Feb., 20 17, to certify which, witness my hand and seal of office.

Robyn Tolman — Signature of officer administering oath
Robyn Tolman — 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:**
2017-161674

**Date Filed:**
02/02/2017

**Date Acknowledged:**
02/03/2017

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

Justice Works, LLC
Centerville, UT United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Higalgo County Public Defender'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-17-089-02-07
Custom legal case management software.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Odekirk, Michael | Centerville, UT United States | X | |
| Richey, Keith | Centerville, UT United States | X | |
| Kerr, Gordon | Centerville, UT United States | X | |
| Richey, Carl | Centerville, UT United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**AI-58311** **Purchasing Department** **23. F. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

HC-Constable, Pct. #3, is requesting for CC to accept and approve the "Public Purpose" [pursuant to Texas Constitution, Art. 52] for the items purchased under PO#752477 as the materials/supplies assist in rendering the joint efforts & goals between the school districts and the county: i.e. reducing student juvenile crime, delinquency behavior and increasing school attendance, safety and security for students, faculty, members of the community thus benefiting all parties.

**BACKGROUND**

Facts:

1. HC has an ILAs with several ISDs for the purposes such as: safety, security, reducing youth crime, delinquency behavior and increasing school attendance which benefits both youth and community;
2. Const., Pct. #3 in an attempt to better render and succeed with the goals of both ISD and County purchased educational materials, items, supplies;
3. The purchase of the items were compliant with purchasing laws as a cooperative purchasing program awarded vendor was utilized;
4. Auditor's office needs for "Public Purpose" declaration be presented and approved by HCCC.

## Fiscal Impact

**FISCAL YEAR:** 2016 **ACCT. #:** 6-1100-421-00-293-001-0-610

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

**BUDGETARY IMPACT:**

PO #752477 for Safeguard Universal, LLC; funds available as of 2-2-17.

## Attachments

Article 3 Section 52

Discrepancy

Constable Rationale

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 10:05 AM |
| Budget & Management | Veronica Ortiz | 02/02/2017 10:18 AM |
| Ivan Cantu | Ivan Cantu | 02/02/2017 11:19 AM |

| | | |
|---|---|---|
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Marty Salazar | | Started On: 02/01/2017 11:05 AM |
| Final Approval Date: 02/02/2017 | | |

Log In | Sign Up



# Art 3 - Sec 52

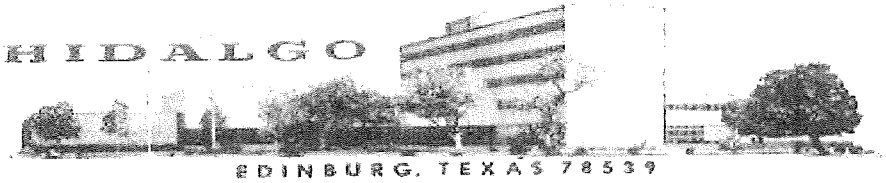
## Article 3 - LEGISLATIVE DEPARTMENT

## Section 52 - COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS

(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

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*

For faster processing of payment, PLEASE RESUBMIT INVOICE WITH THIS PAGE AS THE COVER PAGE. Do not remove any pages attached.

***MAILING ADDRESS:***
*HIDALGO COUNTY AUDITOR'S OFFICE*
*P. O. BOX 689*
*EDINBURG, TEXAS 78540-0689*

OFFICE OF THE COUNTY AUDITOR

**NOTICE OF DISCREPANCY AND/OR ADVISORY**

**DATE:** 01/30/2017

**TO:** RAQUEL RAMOS

**DEPARTMENT:** (293) CONSTABLE, PRECINCT 3

**FROM:** YAZMIN GARCIA

**PHONE:** (956)-318-2511 ext 4627

**REFERENCE:** SAFEGUARD UNIVERSAL LLC Invoice #28887

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #28887*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: UNABLE TO PROCESS AT THE MOMENT PROMOTIONAL ITEMS REQUIRE CC APPROVAL

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

# Purchase Order
# COUNTY OF HIDALGO

PO# 752477

DATE: 11/02/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 211109 REQ: 00308559

PHONE: (800)221-7419

Fax: (361)884-8015 EMAIL:

SAFEGUARD UNIVERSAL LLC
2741 SWANTNER
CORPUS CHRISTI TX 78404

SHIP TO: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

CONTACT: R. RAMOS (956)205-7031

SITE: CONSTABLE, PRECINCT 3

CONTRACT NO: BUYBOARD 508-16

Approval. E Zambrano

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | BUYBOARD 508-16 6/30/19<br>REQUESTING A PO FOR PROMOTIONAL SUPPLIES FOR THE HIDALGO COUNTY CONSTABLE PRECINCT 3 DEPARTMENT. | | |
| 500.00 | EACH | CO ITEM NO: TVUID-CIYQW<br>BE SMART, SAY NO TO DRUGS COLORING AND ACTIVITY BOOK | .65 | 325.00 |
| 500.00 | EACH | CO ITEM NO: YRVIE-KYFNV<br>NIGHTFALL REFLECTIVE NON WOVEN DRAWSTRING BACKPACK | 1.83 | 915.00 |
| 3000.00 | EACH | CO ITEM NO: KQTJC-DQURF<br>5 X 2 RIBBON WITH IMPRINT | .19 | 570.00 |
| 3000.00 | EACH | CO ITEM NO: UWBKE-GXVXF<br>FASTURN SPECIAL SHAPE SHERIFF STAR LABEL (2 3/4 X 2 3/4) | .11 | 330.00 |
| 1.00 | EACH | EX FREIGHT | 246.25 | 246.25 |
| | | TOTAL: | | 2,386.25 |

**********
For Hidalgo County use only

6-1100-421-00-293-001-0-610 2,386.25

**Authorized by:** Martha L Salazar

Ph:361-884-8640 Fx:361-884-8015
Safeguard Universal, LLC
2741 Swantner
Corpus Christi TX 78404

# INVOICE

*** COPY ***

**REMITTANCE STUB**

Safeguard Universal,

01/05/17
Invoice date

Invoice # 28887
Order # 1116047
Job #

Hidalgo Co.
Customer

Customer # 102722
21 4B Salesperson

| Customer # | SOLD TO | SHIP TO |
|---|---|---|
| 102722<br>Job #<br>1116047 | Ph:956-581-6800<br>Hidalgo Co. Constable Pct 3<br>Attn: Sgt. Broyles/752477<br>730 Breyfogle, Ste B<br>Mission TX 78572 | Hidalgo Co. Constable Pct 3<br>Attn: Sgt.Broyles/752477<br>730 Breyfogle, Ste B<br>Mission TX 78572<br>Via Best Way<br>FOB Destination |

| Unit | Customer po # | Salesperson | Order date | Invoice date | Date shipped | Invoice # |
|---|---|---|---|---|---|---|
| 0 | 752477 | 21 Michelle Guerra | 11/09/16 | 01/05/17 | 11/22/16 | 28887 |

| Ordered | Shipped | Qty BO | Item # | Description | Price | Per | Amount |
|---|---|---|---|---|---|---|---|
| 500 | 500 | | TVUIDCIYQW | Be Smart, Say No To Drugs | 0.650 | EA | 325.00 |
| 500 | 500 | | YRVIEKYFNV | Nightfall Reflective Non woven drawstring backpack | 1.830 | EA | 915.00 |
| 3000 | 3000 | | KQTJCDQURF | 2"x6" Custom Drug Free red ribbon | 0.190 | EA | 570.00 |
| 3000 | 3000 | | UWBKEGXVXF | Star Badge Stickers | 0.110 | EA | 330.00 |
| 1 | 1 | | freight | charge | 246.250 | EA | 246.25 |

INVOICE RECEIVED BY: [signature] on 1/9/17
GOODS/SERVICES RECEIVED BY: [signature] on 11/22/16
ACCOUNT NUMBER: PCP-752477
64100-421-00-243-0010-610
APPROVED BY: [signature]

| Terms Net 30 | 2386.25 Sub-total | 0.00 Insurance | 0.00 Shpg/Hdlg | 0.00 Sales tax | PLEASE PAY THIS AMOUNT >>>>>> | 2386.25 Total |
|---|---|---|---|---|---|---|

Total due 2386.25

Customer agrees to pay sales tax unless tax exempt documentation isprovided. No credit will be issued on returned merchandise without ourconsent. Some items are subject to 10% underruns/overruns.Discrepancies with this invoice or merchandise must be reported within 5business days. A $30 fee will be imposed on all returned checks.** SAME COMPANY - NEW LOOK **

E-MAILED CUSTOMER INVOICE

# PACKING SLIP

**Shipper**
Safeguard Universal 0560

2741 SWANTNER ST

CORPUS CHRISTI, TX 78404-2832
USA

**Ship To**
Sgt.Broyles/752477
Hidalgo Co. Constable Pct 3
STE B 730 N BREYFOGLE
MISSION, TX 78574-7020
USA

**Customer No:** 14712
**Pack List No:** 00296704

**Ship Terms:** FOB
**Ship Via:** UPS Ground

**Order No:** 0262690 **Customer PO No:** 1116047 **Ship Date:** 11/14/2016

| Line No | Catalog No | Description | Qty Shipped | UOM |
|---|---|---|---|---|
| 1 | 8120 | Nightfall Reflective Non-Woven Drawstring Backpack / Nightfall Reflective Non-Woven Drawstring Backpack | 500.00 | EA |

**Order Box Total:** 1

**Total Pack List Shipping Weight:** 72.75

**Total Pack List Quantity Shipped:** 500

| Box Number | Weight | Qty Shipped | Tracking No |
|---|---|---|---|
| 1 | 8.60 | 50.00 | 1Z8E856R0302932430 |
| 2 | 21.40 | 150.00 | 1Z8E856R0302932449 |
| 3 | 21.35 | 150.00 | 1Z8E856R0302932458 |
| 4 | 21.40 | 150.00 | 1Z8E856R0302932467 |

# CONSTABLE PRECINCT 3

LAZARO "LARRY" GALLARDO, JR.

RECEIVED
COUNTY AUDITOR
2017 JAN 27 P 1:47

January 27, 2017

Hidalgo County
County Auditor
2808 S. Business Hwy 281
Edinburg, Texas 78539

**Re: SAFEGUARD UNIVERSAL**

Dear Mr. Eufracio,

I am sending in this request to process payment from copy provided for **SAFEGUARD UNIVERSAL Invoice Number: 28887** in the amount of **$2,386.25;** for the Constable Precinct 3 Department. All approved and signed forms have been turned into your office and should be paid out of **PO Number 752477** and out of account number **6-1100-421-00-293-001-0-610 GENERAL SUPPLIES.** If there are any questions, please feel free to contact me in reference to this matter. Thank you for your time and attention in this matter.

Sincerely,

Raquel V. Ramos
Administrative Assistant
Constable Pct. 3

Office: (956) 581-6800 • Fax: (956) 519-4245 • 730 North Breyfogle Suite B • Mission, Texas 78572

**Zimbra** **hector.garcia1@co.hidalgo.tx.us**

## Safeguard Universal

**From :** Raquel Ramos <raquel.ramos@co.hidalgo.tx.us> Wed, Feb 01, 2017 03:52 PM
**Subject :** Safeguard Universal 1 attachment
**To :** Hector A. Garcia <hector.garcia1@co.hidalgo.tx.us>
**Cc :** rene gonzalez <rene.gonzalez@co.hidalgo.tx.us>

Good Afternoon Hector,

On behalf of Chief Gonzalez, he asked that I send this message to you.

The Hidalgo County Constable's Office has deputies assigned to Mission and La Joya School Districts, through a MOU with our department and Hidalgo County. As part of their duties they conduct presentations at various campuses.

Promotional supplies (Red Ribbons, Activity Books, Badge Stickers, and School Backpacks) are needed and will be handed out to students promoting an anti-gang, anti-drug, stay in school messages and public safety.

Attached you will find what was sent back to us by the County Auditor's Office.

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

Mission
C-16-3061A01-21

**02012017152148309.pdf**
3 MB

**AI-58289** **Purchasing Department** **23. G. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

**CAPTION**

Approval of Security Systems Agreement for Fire Alarm Monitoring of the Courthouse Annex III (Old Admin) between Hidalgo County and AFP Alarm and Detection, LP and subject to compliance with HB23 and HB1295 [if and when applicable].

**BACKGROUND**

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## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-419-40-220-050-0-430

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

**BUDGETARY IMPACT:**

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## Attachments

Agreement

LEGAL

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/02/2017 04:13 PM |
| Budget & Management | Veronica Ortiz | 02/02/2017 04:15 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Rocio Villarreal | | Started On: 01/31/2017 12:37 PM |
| Final Approval Date: 02/02/2017 | | |

# AFP Alarm and Detection, LP

## Security Systems Agreement

PO Box 2842
Pearland, TX 77588
State License # ACR-3393

THIS AGREEMENT made this 31 day of January 20 17, by and between AFP Alarm and Detection, LP hereinafter called "Company," and Hidalgo County hereinafter called "Subscriber."

WITNESSETH: that for the considerations and covenants hereinafter specified below, on the reverse side hereof, and on Riders hereto, parties do, for themselves, their successors and assigns mutually agree:

**(A) INSTALLATION:** Company agrees to install or cause to be installed and service, the equipment hereinafter sometimes referred to as "system", set forth below in the Schedule of Equipment on the premises of Subscriber Court House Annex III
Number Street City State Zip

☐ Burglar Alarm Off-Premises Monitoring ☐ Local Burglar Alarm Est. Install Date: _____
☒ Fire Alarm Off-Premises Monitoring (of local alarm) ☐ Local Fire Alarm Est. Arrival Time: _____
☐ Hold-up Alarm Off-Premises Monitoring ☐ Est. Inst. Time: _____
☐ Digital Dialer Communicator (see Par. 14) ☐ Maintenance Agreement (see Par. 29) Pmt. Terms: _____
1 ____ (Check one) ☐ Non-Open/Close Reporting ☐ Non-Supervised Open/Close Reporting ☐ Close Supervised Reporting ☐ Open/Close Supervised Reporting

**(B) SCHEDULE OF EQUIPMENT:** SUBSCRIBER ACKNOWLEDGES THAT THE DEGREE OF DETECTION IS INCREASED BY THE USE OF ADDITIONAL EQUIPMENT, AND THAT ADDITIONAL EQUIPMENT CAN BE PROVIDED AT AN ADDITIONAL COST IF THE SUBSCRIBER DESIRES AND SO NOTIFIES THE COMPANY.

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**(C) TERM AND PAYMENT:** Subscriber agrees to pay as follows for the installation of the equipment:

(1) The sum of _____ Dollars ($_____)
Such amount plus applicable sales tax, is payable as follows:
a. The sum of _____ Dollars ($_____)
plus applicable sales tax, at the time of the execution of this Agreement.
b. The sum of _____ Dollars ($_____)
plus applicable sales tax, upon completion of the installation as described in the Schedule of Equipment.

(2) And Shall Pay:
The sum of Three Hundred Sixty Dollars ($ 360.00 )
plus applicable sales tax, monthly; payable (monthly) (quarterly) (semiannually) (annually) in advance, due on the first day of each period, during the term of this Agreement, subject to the other terms and conditions of this Agreement, including but not limited to, those of paragraph 16 on the reverse side hereof. All payments are to be made to the above listed address, Harris County, TX

(3) The term of this Agreement is for ~~three~~ one years from the date service is operative under this agreement. There after, this Agreement shall be renewable at the option of the COMPANY, and without further notice for successive one year terms, unless the Subscriber gives written notice of intent not to renew, such notice to be delivered to COMPANY at least thirty (30) days prior to the expiration of the original term or renewal thereof.

**(D) RECEIPT OF COPY(S):** Subscriber acknowledges receipt of copy of this Agreement, and notification of required Alarm permit (if any). (see Par. 16) RM
Sub. Initial

**(E) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES:** COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT , ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT: THAT THE ALARM SYSTEM HEREIN DESCRIBED MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THEREOF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT THEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR SERVICE, OR THE FAILURE OF THE SYSTEM OR EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO TEN (10%) PERCENT OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED ($500.00) DOLLARS, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE , IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NON PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS, ASSIGNS, OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN ABOVE SET FORTH, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY APPLYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE; SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF THE TERMINATION OF PART OR ALL OF THIS AGREEMENT, THAT ALL OF THE SUBSCRIBER'S DUTIES AND OBLIGATIONS HEREIN WILL SURVIVE.

THIS PARAGRAPH APPLIES ONLY TO RESIDENTIAL SUBSCRIBERS WHEN AGREEMENT IS EXECUTED IN OR NEAR THE SUBSCRIBER'S RESIDENCE

**YOU THE BUYER (SUBSCRIBER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. SUBSCRIBER ACKNOWLEDGES RECEIPT OF UNEXECUTED CANCELLATION FORM.**

By: X Ricardo Marichalar By: X _____

Authorized Officer of Company (print) _____ Print Name _____ Date _____

This Agreement shall not be binding upon company unless approved in writing by an officer of Company; In the event of failure of approval, the sole liability of Company shall be to refund to Subscriber the amount that has been paid to Company upon the signing of this Agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by an Officer of Company. The terms and conditions contained on the reverse side of this Agreement are incorporated herein and by reference are made a part hereof. Company shall have the right but not the obligation, of collecting and/or reporting to one or more credit reporting agencies relevant information pursuant to this Agreement.

**1. INSTALLATION SYSTEM:** Subscriber authorizes Company to install or cause to be installed, the system as specified on the reverse side hereof, including connections necessary to transmit the necessary signals from the premises of Subscriber, if any. Subscriber further agrees to allow Company to remove any prior-installed alarm equipment which in the opinion of the Company may interfere with the installation and/or maintenance of Company's system, whether such removal is required at the time of initial installation or at any time thereafter. All signals are transmitted over telephone company leased lines and/or radio pand, which are wholly beyond the control and jurisdiction of Company, and which are maintained and serviced by the applicable telephone company or utility. Wiring (if any) for system will be of non-plenum type, and Company does not represent that: all wiring installed in the premises of Subscriber will be concealed or be installed in conduit, unless specified otherwise herein.

**2. ERRORS IN INSTALLATION:** Errors or omissions in installation of said system, including but not limited to failure to wire points of equipment, shall be called to the attention of Company by Subscriber in writing within five(5) days of completion of the installation. Upon the expiration of the five(5) day period, the installation and the equipment shall be deemed accepted by Subscriber.

**3. AUTHORIZED PERSONNEL:** Subscriber agrees to furnish to Company forthwith a list of the names, titles, addresses and phone numbers of all persons authorized to enter the premises of the Subscriber. Such persons shall be supplied by Company with a code number or word. Subscriber agrees to furnish to Company forthwith an authorized daily and holiday opening and closing schedule in writing, if commercial. All changes, revisions and modifications to the above shall be supplied to Company, in writing.

**4. OFF-PREMISES MONITORED ALARMS:** Company, upon receipt of an alarm signal from the Subscriber's premises, shall make every reasonable effort to transmit the alarm promptly to the headquarters of the police, guard or the fire department having jurisdiction, unless there is just cause to assume that if an emergency condition does not exist, and then Company shall make a reasonable effort to notify the Subscriber or his designated representative by telephone, unless instructed to do otherwise by the Subscriber, in writing.

**5. SUBSCRIBER'S RESPONSIBILITY:** Subscriber shall carefully and properly set the system immediately prior to the closing of the premises and carefully test the system daily during the term of this Agreement. In the event any defect in the operation of the system develops, Subscriber shall notify Company and Company will repair such defective condition as soon as reasonably possible after receipt of notice from Subscriber. Subscriber agrees prior to setting the system for closed periods to test motion detectors, door/window switch, hold-up switch sounder, capacitance device, smoke-heat detector, or any other electronic equipment designated on the Schedule of Equipment, according to procedures prescribed by Company: to notify Company promptly in the event such equipment fails to respond to any such tests: and at Subscriber's sole cost inspect and replace as needed all batteries in wireless transmitters, wireless hold-up/money clips, etc. In addition, Subscriber agrees to operate the system according to the current procedure prescribed by Company. Subscriber agrees to notify Company promptly in the event Subscriber needs additional instruction on testing or use of equipment.

**6. DISTURBING CONDITIONS:** Where any device or equipment is supplied, including but not limited to space detection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all force heaters, air conditioners, animated display signs, animals, coverings of chemical vats, compressors and any other source of air turbulence or movement which may interfere with the effectiveness of the system, while system is operating. Subscriber also agrees to exterminate premises, to keep premises free from rodents, and insects, or otherwise that might affect the operation of the system.

**7. POWER FAILURE:** In the event of power failure or other interruption at Subscriber's premise, Subscriber shall immediately notify Company. Subscriber also agrees to supply 120 volt AC power, uninterrupted , to any device in the system that requires such electrical power.

**8. FALSE REPORT:** In the event Subscriber shall cause an excessive number of false alarms through the carelessness, malicious or accidental use of the system or in the event Subscriber shall in any manner misuse or abuse the alarm system, it shall constitute a material breach of contract on the part of the Subscriber and Company may at its option, in addition to all other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Subscriber. Company's excuse from performance will not affect Company's right to recover damages from Subscriber. In the event a fine, penalty or fee shall be assessed against Company by any governmental agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to reimburse Company for payment of the said false alarm fine, penalty or fee. In the event Company shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally, knowingly, or negligently activates the alarm system and no emergency condition exists, then and in that event, Subscriber is to pay Company the sum of minimum applicable hourly rate at the time of the false report.

**9. DEFAULT OR TERMINATION:** In as much as the breach of this Agreement by Subscriber will cause a serious and substantial damage to Company, and because it will be difficult if not impossible to prove the amount of such damage, Subscriber agrees that in case of breach of the Agreement by Subscriber's failure to pay Company as agreed herein, or any service charge for service rendered by Company to Subscriber that was not a part of this Agreement for repair or service of the system, the Company will have the option to terminate service without terminating the contract, and in the event of termination of service for Subscriber's failure to pay, Subscriber will immediately pay to Company all accrued charges incurred prior to the date of termination, together with an additional amount equal to seventy-five (75%) percent of the remaining payments which Subscriber would have been obligated to pay from the date of termination until the end of the existing Agreement term as liquidated damages, not as a penalty. In addition, in the event of any default of whatever nature by Subscriber, or upon expiration of the agreement or any renewal term thereof, Subscriber consents to Company entering any premises where the property of Company may be located for the purpose of removing all or part of the equipment belonging to Company, and Subscriber agrees to pay Company all accrued charges incurred prior to the date of termination, together with all sums to which Company may be entitled to under the law by virtue of said default. Removal of the equipment or other items by Company shall not constitute a breach by Company of this Agreement or a waiver of Company's right to damages to which it may be entitled under the terms of this Agreement or other provisions of law.

**10. SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement will be suspended, upon the occurrence of any such event, without liability or penalty, in the event the Company's Central Station connecting wires, radio repeater/tower, or other equipment are destroyed by fire, other catastrophe or by any other means, or is so substantially damaged that it is impractical to continue service; or in the event that Company is unable to either secure or retain the connections, licensees, or privileges necessary for the transmission of signals between Subscriber's premises and Company's Central Station or between the Public Police, Guard and Fire Departments, or for any other reason whatsoever. Company, at its option, may reinstate or cancel this Agreement.

**11. COMPANY'S OBLIGATION:** Company's obligation hereunder relates solely to the servicing of the specified system and Company is not obligated to maintain ,repair or assure operation of the property, or any devices of the Subscriber or of others to which Company's system may be attached, nor to repair or redecorate any portion of the Subscriber's premises upon removal of all or part of Company's system.

**12. COMPANY IS NOT AN INSURER: LIQUIDATED DAMAGES: IT IS UNDERSTOOD AND AGREED: COMPANY IS NOT AN INSURER: THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER; THAT THE PAYMENTS PROVIDED HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF SUBSCRIBER PREMISES OR PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE PREMISES; THAT COMPANY MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE THAT THE EQUIPMENT, INSTALLATION OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY APPROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, SERVICE, OR MONITORING, OR THE FAILURE OF SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO SUBSCRIBER BECAUSE OF, AMONG OTHER THINGS:**

**(a) THE UNCERTAIN AMOUNT OF VALUE OF SUBSCRIBER'S PREMISES, OR 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 SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT;**

**(b) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE, GUARD, OR FIRE DEPARTMENT, SHOULD THE POLICE, GUARD, OR THE FIRE DEPARTMENT BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING;**

**(c) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY ITS EQUIPMENT TO OPERATE;**

**(d) THE NATURE OF THE SERVICE TO BE PERFORMED BY THE COMPANY.**

**SUBSCRIBER AGREES THAT DAMAGES (IF ANY) WILL BE FIXED AS HEREIN SPECIFIED IN SECTION "E" ON THE REVERSE SIDE OF THIS AGREEMENT. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES RENDERED BY COMPANY ARE PROFESSIONAL SERVICES, THE ESSENCE OF WHICH IS PROVIDING ADVICE, JUDGEMENT, OPINION, OR OTHER PROFESSIONAL SKILL, AND THAT NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES HAVE MADE ANY EXPRESS REPRESENTATIONS OF FACT OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER AFFECTING THE SUBSCRIBER OR THIS AGREEMENT. SUBSCRIBER FURTHER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY COMPANY IN ELECTING TO ENTER INTO THIS AGREEMENT, AND THAT ABSENT SUCH REPRESENTATION, THE COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.**

**13. INDEMNIFICATION: IN THE EVENT ANY PERSON OR ENTITY SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST COMPANY FOR ANY REASON RELATING TO COMPANY'S DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE DESIGN, INSTALLATION, MAINTENANCE, SERVICE, OPERATION OR NON-OPERATION OF THE SYSTEM, SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES, WHETHER THESE CLAIMS BE BASED UPON ALLEGED INTENTIONAL CONDUCT, ACTIVE OR PASSIVE NEGLIGENCE, OR STRICT OR PRODUCT LIABILITY ON THE PART OF COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES. SUBSCRIBER HEREBY WAIVES RIGHT TO SUBROGATION, AND AGREES NOT TO PARTICIPATE WITH ANY INSURANCE COMPANY OR ANY OTHER THIRD PARTY IN ANY SUBROGATION AGAINST COMPANY.** TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS.

**14.** DSL, BPL, or VoIP COMMUNICATION: The use of DSL, BPL, VoIP or other broadband, managed facilities or Internet-based telephone service may prevent the SUBSCRIBER's detection system from transmitting alarm signals to COMPANY's Monitoring Receiving Facility after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the alarm system, if installed.

**15. DIGITAL DIALER COMMUNICATORS:** Subscriber acknowledges: that this is a non-supervised digital communicator system; that the system utilizes Subscriber's voice telephone lines which are wholly beyond the supervision and control of Company, that in the event Subscriber's telephone line fails or is cut, the system will not communicate alarms to the monitoring station; if Subscriber desires additional supervision and so notifies and contracts with Company for additional service, a Long Range Radio or other device may be used to increase the level of monitoring integrity. Subscriber agrees to furnish Company with the proper data communication telephone line to enable signals to be transmitted. In addition, Subscriber agrees to operate the RJ-31X test jack when testing telephone line continuity, and agrees to notify Company if system fails to respond to test, when jack is provided. Subscriber acknowledges that Digital Dialer Communicator Software is the sole property of Company and the agreed value of such software will be Four Hundred ($400.00) Dollars, and the software will not be depreciated.

**16. PERMIT TO OPERATE ALARM SYSTEM:** Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate an alarm system. Subscriber agrees to secure any permit that might be required, and Subscriber acknowledges that the cost, if any, of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

**17. TAXES; INCREASE IN CHARGES AND MONTHLY PAYMENTS:** Subscriber agrees to pay, in addition to the charges therein, all taxes, fees, permits, licenses and charges imposed by any governmental authority relating to the installation, service, or operation of the system, and to pay any increase in charges levied against the Company by the public utility providing wire connections for the transmission of signals between Subscriber's premises and Company's central station or Police/Guard/Fire Department. Subscriber additionally agrees that Company may, at its option and upon thirty (30) days written notice to Subscriber, increase the monthly service fee at any time after the expiration of one year from the date of signing of this Agreement, and at any time thereafter provided that there shall be no more than one such increase during any twelve month period. Each such increase shall be for no more than ten (1 0%) percent of the monthly payment last in effect prior to such increase.

**18. OWNERSHIP AND PROTECTION OF EQUIPMENT:** The entire system, including all devices, instruments, appliances, connections, wires, conduits and other materials associated therewith, except telephone company leased lines, is and shall at all times remain the sole property of Company unless otherwise stated by the term "purchase" after each and every piece of equipment in the Schedule of Equipment on the reverse side. Subscriber does hereby agree to protect the said equipment and to indemnify and pay to Company the cost of repair or replacement for any loss or damage to Company's equipment, including but not limited to loss by fire, earthquake, riot, flood or other damage or destruction. Subscriber agrees not to attach or use any equipment in conjunction with the system(s) furnished hereunder that is not provided by the Company. Subscriber expressly covenants and agrees not to move, disturb, damage or otherwise interfere with the operation of the system, nor to permit others to do so. Subscriber agrees that the system(s) shall remain in the same location as installed. In addition to the values agreed in Paragraph 14, Subscriber acknowledges that in the event a long range transmitter is provided the equipment is the sole property of the Company and the agreed value is One Thousand ($1 000,00) Dollars, and said radio will not be depreciated.

**19. PURCHASE EQUIPMENT: SUBSCRIBER OWNED EQUIPMENT:** Subscriber acknowledges that in the event of a sale of all or part of the equipment provided herein, the Schedule of Equipment will list individually what will be owned by Subscriber by the term "purchase" after each and every piece or part listed in the Schedule of Equipment. In the event of a purchase, the entire system will remain the sole property of Company, until all financial obligations of Subscriber's have been fulfilled. In the event of defect in equipment and if equipment fails to respond to test, as described in Sec. 5, Company, at its expense, will repair defective conditions as soon as reasonably possible, after receipt of notice from Subscriber for a period of one (1) year, subject to provisions as in paragraph 26, unless otherwise stated. After this, repair, if any, will be the expense of Subscriber.

**20. DELAY IN INSTALLATION:** Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of or unavailability of phone service, or equipment, acts of God or any other cause beyond the control of Company; and Company will not be required to supply service to Subscriber while interruption service due to any such cause shall continue.

**21. ATTORNEY'S FEES:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charges as set forth herein, then and in such proceedings the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

**22. ASSIGNABILITY:** This Agreement is not assignable by Subscriber except upon written consent of Company first being obtained; however, Company has the right to assign part or all of this Agreement.

**23. APPROVAL OF CONTRACT:** This Agreement is not binding unless approved, in writing, by an Authorized Officer of Company. In the event of failure of such approval, the only liability of Company shall be to return to Subscriber the amount, if any, paid to Company upon execution of this Agreement.

**24. LATE FEES:** Subscriber agrees to pay the Sum of Ten ($10.00) Dollars if any charge becomes more than thirty, (30) days past due for additional bookkeeping costs. In addition Subscriber agrees to pay 1 -1/2% interest per month on all delinquent amounts. Any past due amounts for more than sixty (60) days, may, at the option of Company, result in the disconnection of services. In the event of disconnection, Subscriber agrees to pay Company the sum of Fifty ($50.00) Dollars for the re-connection of service. Such default by Subscriber shall not eliminate Subscriber's obligation to pay the payments thereafter due under this Agreement. In addition to other remedies available to the Company, in the event of default, Subscriber agrees to pay the Company a sum equal to five (5%) percent of the total monthly payments due under the initial term of this Agreement as liquidated damages for removing the system(s). In the event Subscriber issues a return check, Subscriber agrees to pay a $15.00 charge.

**25. DETERMINATION AND VENUE:** Any judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect. Venue involving any action in this Agreement shall be performed in Brazoria County, TX only.

**26. COMPLETE AGREEMENT:** Any representation, promise, condition, inducement or warranty, express or implied, unless contained in writing in this Agreement, shall not bind either party, and the terms and conditions hereof apply as printed without alterations or qualifications except as specifically endorsed hereon in writing and initialed by both parties. It is understood and agreed by the parties that if there is any conflict between this Agreement and any other document, this Agreement will govern, whether such other document is prior to or subsequent to this Agreement.

**27. SERVICE AND INSPECTIONS:** Subscriber- hereby authorizes and empowers Company, its agents and assigns to service the aforesaid system and to make any necessary inspections, tests and repairs as required. In addition, changes in or rearrangement of the equipment components, necessitated by stock, fixture or structural changes required by any persons, entity or governmental body and any alterations which are required to retain the original coverage provided, shall be at Subscriber's expense. Repairs necessitated by ordinary wear and tear shall be at Company's expense, subject to the time provisions in par. 16, if applicable. All other repairs shall be at Subscriber's expense. If during the term of this Agreement or any renewal thereof Subscriber desires to relocate the alarm site within the area serviced by Company, and as a result thereof requires the location of the equipment to be changed, Subscriber agrees to pay Company for relocating the equipment at Company's then prevailing rate. All installations, inspections, repairs and tests which may be required on the part of the Company shall be performed between the hours of 8:00 A.M. - 5:00 P.M. on normal business days. All installations and service re quired by Subscriber after 5:00 P.M., on holidays, and on weekends will he charged at an applicable overtime rate. The terms and conditions contained herein shall govern all future dealings between Sbbscriber and Company, including but not limited to repair, service, guard response, monitoring, maintenance, additions, alterations or otherwise whether or not such future dealings are evidence in writing.

**28. SUBCONTRACT: AFP Alarm and Detection, LP** has the exclusive right to subcontract any portion of this agreement, including but not limited to installation, service, maintenance, monitoring, or otherwise. Subscriber acknowledges and agrees that any Subcontractor hired by Company shall have the same protection afforded the Company under provisions of this Agreement.

**29. MAINTENANCE AGREEMENT:** When a Maintenance Agreement is established between Company and Subscriber as evidenced on the reverse side, Company subject to other terms and conditions of this Agreement will repair defective conditions of the equipment provided by Company, excluding wiring and battery(ies). Repair of defective conditions caused by ordinary wear and tear, or mechanical or electrical malfunction shall be at company's expense plus a $25.00 trip fee to Subscriber; all other repairs, including but not limited to acts of God, intentional damage or neglect shall be at Subscriber's expense.

**30. LICENSED COMPANY: COMPANY has and maintains a license with the Texas Department of Public Safety-Private Security Bureau, PO Box 4087, Austin, TX 78773-0001. 512-424-7710**

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## Re: Fire Alarm Monitoring for 2017

**From :** Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Feb 03, 2017 01:51 PM

**Subject :** Re: Fire Alarm Monitoring for 2017

**To :** Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Hi Rocio,

I see they included our requested language on the reverse of the agreement. I approve as to the form of the agreement.

**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 Thu, Feb 2, 2017 at 2:27 PM, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

> Attached for your review is a service agreement provided by AFP Alarm and Monitoring. I have also included last year legal review comment. I went ahead and requested the vendor to provide the agreement as approve as to form last year.
> Can you please review and approve as to form.
>
> Thank you.
>
> ROCIO VILLARREAL
> HIDALGO COUNTY PURCHASING DEPT.
> CONTRACTS MANAGER
> (956) 318-2626 Work
> (956) 292-7000 Ext. 4868 Work
> rocio.villarreal@co.hidalgo.tx.us
> 2812 S. Business Hwy 281
> Edinburg, Texas 78539
>
> ---
>
> **From:** "Rick Marichalar" <rmarichalar@alliedfireprotection.com>
> **To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
> **Cc:** "Debra Salinas" <dsalinas@alliedfireprotection.com>
> **Sent:** Thursday, February 2, 2017 12:11:46 PM
> **Subject:** RE: Fire Alarm Monitoring for 2017
>
> Rocio here is the contract with the modified add language on it.
>
> ---
>
> **From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
> **Sent:** Thursday, February 02, 2017 11:15 AM
> **To:** Rick Marichalar
> **Cc:** Debra Salinas
> **Subject:** Re: Fire Alarm Monitoring for 2017

How about the Form 1295?

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---

**From:** "Rick Marichalar" <rmarichalar@alliedfireprotection.com>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Cc:** "Debra Salinas" <dsalinas@alliedfireprotection.com>
**Sent:** Thursday, February 2, 2017 10:35:10 AM
**Subject:** RE: Fire Alarm Monitoring for 2017

I had to send it up to our legal dept. so they can do this. I will follow up with them and let you know.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Thursday, February 02, 2017 10:02 AM
**To:** Rick Marichalar
**Cc:** Debra Salinas
**Subject:** Re: Fire Alarm Monitoring for 2017

Mr. Marichalar:

Were you able to modify the agreement as requested?

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---

**From:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**To:** "Rick Marichalar" <rmarichalar@alliedfireprotection.com>
**Cc:** "Debra Salinas" <dsalinas@alliedfireprotection.com>
**Sent:** Tuesday, January 31, 2017 4:57:49 PM
**Subject:** Re: Fire Alarm Monitoring for 2017

Mr. Marichalar:

Last year agreement was modified to add language at the end of No. 13 and read as follow:

TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAW OF THE STATE OF TEXAS

Can you please provide an agreement modified to include the requested language.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---

**From:** "Rick Marichalar" <rmarichalar@alliedfireprotection.com>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Cc:** "Debra Salinas" <dsalinas@alliedfireprotection.com>
**Sent:** Tuesday, January 31, 2017 10:18:11 AM
**Subject:** Fire Alarm Monitoring for 2017

Here you go.

*Thank you for your continued services…*

**Rick Marichalar**

***Alarm/Sales Manager***

***Allied Fire Protection SA, LP***

***700 E. Beech Ave.***

***McAllen,TX 78501***

***(956) 631-4208*** ***Office***

***(956) 227-1581*** ***Cell***

***(956) 631-9680*** ***Fax***

rmarichalar@alliedfireprotection.com

www.alliedfireprotection.com

**AI-58274** **Purchasing Department** **23. H. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** John Paul Lugo, COMM. PCT. #1

**Submitted By:** Noemi De Los Rios, COMM. PCT. #1

**Department:** COMM. PCT. #1

---

## Information

**CAPTION**

A. Discussion and possible action for approval to extend Funding Agreement for Border Colonia Access Program Amendment #11 Third Call. The Amendment extends the contract to December 31,2017;

B. Approval for County Judge to sign Funding Agreement for Border Colonia Access Program Amendment #11.

**BACKGROUND**

---

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No Fiscal Impact

---

## Attachments

Amendment No. 11

Email-Legal

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Yvette Salinas | Yvette Salinas | 01/30/2017 02:25 PM |
| Purchasing Department | Marty Salazar | 01/31/2017 10:21 AM |
| Budget & Management | Veronica Ortiz | 01/31/2017 10:23 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |

Form Started By: Noemi De Los Rios Started On: 01/30/2017 01:15 PM

Final Approval Date: 02/02/2017

Contract # 21-8BCF5001
District # 21- Pharr
Code Chart 64 # 50109
Project: Various Projects in Hidalgo County
CFDA # 20.205

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**FUNDING AGREEMENT**
**FOR BORDER COLONIA ACCESS PROGRAM**
**AMENDMENT #11**

**THIS AMENDMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" and Hidalgo County acting by and through its duly authorized officials, hereinafter called the "County".

**WITNESSETH**

**WHEREAS**, the State and the County executed a contract on the 28th day of August 2008 to effectuate their agreement to establish a transportation program to construct access roads in the County and,

**WHEREAS,** amendment #1 was executed on the 15th day of January 2009 to transfer funds to other eligible colonia projects as approved by Texas Transportation Commission Minute Order 111637 and,

**WHEREAS,** amendment #2 was executed on the 17th day of March 2010 to correct a typographical error for Colonia Esperanza #1 and,

**WHEREAS,** amendment #3 was executed on the 13th day of August 2010 to extend the contract and,

**WHEREAS,** amendment #4 was executed on the 20th day of June 2011 to remove no longer eligible projects, add one new project and extend the contract and,

**WHEREAS,** amendment #5 was executed on the 1st day of November 2011 to cancel two non-competitive projects and to transfer 1st and 2nd Call non-competitive and competitive under runs to the 3rd Call and,

**WHEREAS,** amendment #6 was executed on the 21st day of March 2012 to redefine a non-competitive project and to apply non-competitive under runs to new projects and,

**WHEREAS,** amendment #7 was executed on the 23rd day of August 2012 to extend the contract and,

**WHEREAS,** amendment #8 was executed on 28th day of August 2014 to apply non-competitive under runs to new projects and to extend the contract and,

**WHEREAS,** amendment #9 was executed on 26th day of August 2015 to extend the contract and,

**WHEREAS**, amendment #10 was executed on 11th day of August 2016 to apply non-competitive under runs to new projects and,

**WHEREAS**, it has become necessary to extend that contract in order to utilize existing funding; and,

**WHEREAS**, it has become necessary to amend the agreement; and,

Contract # 21-8BCF5001
District # 21- Pharr
Code Chart 64 # 50109
Project: Various Projects in Hidalgo County
CFDA # 20.205

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the County do agree to amend the agreement as follows:

## AGREEMENT

### I. Description of Amended items:

**Article 3., Schedule**, is deleted in its entirety and is replaced with the following:

**3. Schedule.** Upon final execution of this Agreement, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not complete the Project by December 31, 2017, this agreement will be terminated in accordance with the provisions of Article 9, Termination of this Agreement.

**Article 9., Termination of this Agreement, item c** is deleted in its entirety and is replaced with the following:

**Article 9. Termination of this Agreement**
c. Project is not completed by December 31, 2017.

### II. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement of behalf of the party they represent.

All other provisions of the original agreement not hereby amended remain in full force and effect.

**IN WITNESSETH WHEREOF, THE STATE AND COUNTY** have executed duplicate counterparts to effectuate this agreement.

| **THE COUNTY** | **THE STATE OF TEXAS** |
|---|---|
| Hidalgo County, Texas | |
| By: _____ | By: _____ |
| Ramon Garcia<br>County Judge | Toribio Garza, P.E.<br>Pharr District Engineer |
| _____<br>Date | _____<br>Date |

**Zimbra** **noemi.delosrios@co.hidalgo.tx.us**

**RE: Contract 21-8BCF5001, BCAP, Amendment #11, Hidalgo County**

**From :** Steve Crain <scrain@atlashall.com> Mon, Jan 30, 2017 11:05 AM
**Subject :** RE: Contract 21-8BCF5001, BCAP, Amendment #11, Hidalgo County 1 attachment
**To :** 'Noemi Delosrios' <noemi.delosrios@co.hidalgo.tx.us>

The Amendment is OK.

**From:** Noemi Delosrios [mailto:noemi.delosrios@co.hidalgo.tx.us]
**Sent:** Monday, January 30, 2017 10:55 AM
**To:** scrain <scrain@atlashall.com>
**Subject:** Re: Contract 21-8BCF5001, BCAP, Amendment #11, Hidalgo County

**From:** "Noemi Delosrios" <noemi.delosrios@co.hidalgo.tx.us>
**To:** "scrain" <scrain@atlashall.com>
**Sent:** Monday, January 30, 2017 10:48:44 AM
**Subject:** Contract 21-8BCF5001, BCAP, Amendment #11, Hidalgo County

Good Morning Mr. Crain,

Please review the attached document as per Auditor's request.
Discussion, consideration and possible action for approval of Funding Agreement for Border Colonia Access Program 3rd Call Amendment #11.

Thank you for your prompt attention in this matter.

*Mimi de los Rios, Clerk IV / BCAP*

*Hidalgo County Pct. 1*
*1902 Joe Stephens Ave., Suite 101*
*Weslaco, Texas 78599*
*P: (956) 968-8733 Ext. 1026*
*F: (956) 973-7804*

**AI-58039** **Purchasing Department** **23. I. 1.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of bids received for the purpose of award to the responsible vendor submitting the lowest & best bid [meeting all specifications and/or requirements] and approval of contract document for project titled: "Purchase of Security Correctional Mattresses" through RFSQ No.: 2017-015-12-19-SGS.

**BACKGROUND**

1. Recommended vendor: Bob Barker
2. Contract will commence upon the approval by Commissioner's Court.
3. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2017 **ACCT. #:** 7-1100-423-21-280-002-0-610

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

**BUDGETARY IMPACT:**

Funds available as of 2-1-17; services are on an "as needed" basis.

## Attachments

Recommendation
Tabulation
Participation
Form 1295
Legal Approval
contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/26/2017 08:53 AM |
| Budget & Management | Veronica Ortiz | 01/27/2017 11:54 AM |
| Ivan Cantu | Ivan Cantu | 02/01/2017 10:58 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Sandy Suarez | | Started On: 01/12/2017 01:25 PM |

Final Approval Date: 02/02/2017

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**ATTN:** Juan Tapia, Procurement Specialist

**FROM:** Sandy Suarez[ss], Buyer II
Hidalgo County Purchasing Department

**DATE:** **December 19, 2016**

RE: Bid Award Recommendation Request And /Or Rejection
RFSQ No. 2017-015-12-19-SGS-Hidalgo County Sheriff's Office- **"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES "**

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the RFSQ responses for your review and recommendation.

Please acknowledge by signing below, your Recommendation to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us,**

**Indicate the Recommendation and/or reason of rejection in the box below**. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter. Return by Dec. 29, 2016 by 10:00 A.M.

| **COMMENTS/CONCERNS:** |
|---|
| Please award to Lowest Bid- Bob Barker |
| |
| Budget Acct No.: 7-1100-423-21-280-002-0-610 |

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| Belinda Madrigal | Belinda Madrigal | HCSO | 12/21/16 |

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT
# TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

| **BID OPENING DATE: December 19, 2016** | **RFSQ OPENING TIME: 11:00 A.M.** |
|---|---|

**DESCRIPTION OF RFSQ: "PURCHASE OF CORRECTIONAL SAFETY MATTRESSES**

| **RFSQ NO: 2017- 015-12-19-SGS** | **BUYER: SANDY SUAREZ** |
|---|---|

| | **PARTICIPATING VENDORS** | **ITEMS** | **UNIT PRICE** |
|---|---|---|---|
| **1.** | **BOB BARKER** | **Mattress- Grey** | **27.00** |
| 2. | BROOKE SUPPLIES | Mattress- Grey | 62.95 |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

| **BID OPENING DATE: December 19, 2016** | **RFSQ OPENING TIME: 11:00 A.M.** |
|---|---|

**DESCRIPTION OF RFSQ: "PURCHASE OF CORRECTIONAL SAFETY MATTRESSES**

| **RFSQ NO: 2017- 015-12-19-SGS** | **BUYER: SANDY SUAREZ** |
|---|---|

| | **PARTICIPATING VENDORS** | **ITEMS** | **UNIT PRICE** |
|---|---|---|---|
| **1.** | **BOB BARKER** | **Mattress- Grey** | **27.00** |
| 2. | BROOKE SUPPLIES | Mattress- Grey | 62.95 |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFSQ**

**BID OPENING DATE: DECEMBER 19, 2016 BID OPENING TIME: 11:00 A.M.**

**DEPARTMENT/BID DESCRIPTION: "PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"**

**RFSQ NO: 2016-015-12-19--SGS BUYER: SANDY SUAREZ**

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT | DATE | ADDRESS E-MAIL & PHONE NO |
|---|---|---|---|---|
| **1. Bob Barker Company, Inc.**<br>**Attn: Robin Finn** | BML | Sandy Suarez | 12/05/16 | PO BOX 429<br>FUQUAY-VARINA, NC 27526<br>P# 800-334-9880 F# 800-322-7537<br>bidnotices@bobbarker.com |
| **2. Charm-Tex, Inc.**<br>**Attn: Estelle Ashenberg** | BML | Sandy Suarez | 12/05/16 | 1618 Coney Island Ave.<br>Brooklyn, NY 11230<br>P# 718-252-8100 F# 718-258-8303<br>estelle@charm-tex.com<br>Kaily Kellner [kaily@charm-tex.com] |
| **3. ICS**<br>**Attn: J.M. Bogan III** | BML | Sandy Suarez | 12/05/16 | PO BOX 21066<br>WACO, TX. 75702<br>P# 800-524-5427 F# 800-370-7019<br>bids@icswaco.com |
| **4. Robinson Textiles**<br>**Attn: Cindy Murphy** | BML | Sandy Suarez | 12/05/16 | 152 W. Walnut St. Ste. 250<br>Gardena, CA 90248<br>P# 800-421-5582 F# 800-370-7019<br>cindymurphy248@aol.com |
| **5. Vinyl Products Mfg. Inc.**<br>**Attn: Yvonne Sartain**<br>12/8/ Will not be participating this time Y.S. | BML | Sandy Suarez | 12/05/16 | PO BOX 649<br>CARSON CITY, NV. 89702<br>P# 800-648-0997 F# 775-882-3581<br>thebestsleep@aol.com |
| **6. CHEM TICK**<br>**Attn: Rich** | EM | Sandy Suarez | 12/05/16 | rich@chemtick.com<br>P# 516-997-0900 N.J. |
| **7. Derby Mattress**<br>**Ken Chrzan**<br>**Attn: Evelyn, Bid Administrator** | EM | Sandy Suarez | 12/05/16 | evelyn@derbyindustries.com |
| **8. Cornerstone Detention**<br>**Kevin Leonard** | EM | Sandy Suarez | 12/05/16 | [kleonard@cornerstonedetention.com] |
| **9. Brooke Supplies**<br>**10. Michael Mermelstein** | BML | | 12/05/16 | info@brookesupplies.com<br>Michael@brookesupplies |
| | | | 12/05/16 | |

***VIA:**
**IN PERSON (IP)**
**E-MAIL (EM)**
**E-MAIL REQUEST (EMR)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**FACSIMILE (FAX)**

# 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:**
2016-148886

**Date Filed:**
12/23/2016

**Date Acknowledged:**
12/28/2016

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Bob Barker Company
Fuquay-Varina, NC 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.**
2017-015-12-19-SGS
Security Correctional Mattresses for Hidalgo County Sheriff's Office

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Barker Johns, Nancy | Fuquay-Varina, NC United States | X | |
| Barker, Jr., Robert | Fuquay-Varina, NC United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

Certificate Number:
2016-148886

Date Filed:
12/23/2016

Date Acknowledged:

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

Bob Barker Company
Fuquay-Varina, NC 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.**

2017-015-12-19-SGS
Security Correctional Mattresses for Hidalgo County Sheriff's Office

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Barker Johns, Nancy | Fuquay-Varina, NC United States | X | |
| Barker, Jr., Robert | Fuquay-Varina, NC 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.

Talia Rosario

Signature of authorized agent of contracting business entity

BETTINA S. MORGAN NOTARY PUBLIC JOHNSTON COUNTY, NC

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said Talia Rosario, this the 23rd day of DEC, 2016, to certify which, witness my hand and seal of office.

My Commission Expires
01/30/2018

Bettina S. Morgan — Bettina S. Morgan — Contract Sales Manager

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

## RE: Reveiw & Approve as to form-C-17-015-01-24-Bob Barker Co, Inc.-(Purchase of Security Correctional Mattresses)-HCSO

**From :** Steve Crain <scrain@atlashall.com> Wed, Jan 18, 2017 02:05 PM

**Subject :** RE: Reveiw & Approve as to form-C-17-015-01-24-Bob Barker Co, Inc.-(Purchase of Security Correctional Mattresses)-HCSO

1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is OK.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, January 18, 2017 12:24 PM
**To:** Steve Crain <scrain@atlashall.com>
**Cc:** Martha L. Salazar <martha.salazar@co.hidalgo.tx.us>; Marynel Trevino <mntrevino@atlashall.com>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
**Subject:** Re: Reveiw & Approve as to form-C-17-015-01-24-Bob Barker Co, Inc.-(Purchase of Security Correctional Mattresses)-HCSO

Mr. Crain-
Please review and approve as to form with revision as advised.

Please advise.

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
**P**(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

**REQUIREMENTS AGREEMENT**
**C-17-015-02-06**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **6TH** day of **FEBRUARY, 2017** by and between **BOB BARKER COMPANY, INC.** ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES" (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** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver by a third party carrier at the sole cost and expense of the Seller to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year.** Hidalgo County 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. This Contract shall commence on **February 6, 2017** and expire on **February 5, 2018** 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 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<br>Attn: County Judge<br>100 East Cano, 2nd Floor (Admin. Bldg.)<br>Edinburg, Texas 78539 |
| If to Seller: | **Bob Barker Company, Inc.**<br>Attn: Talia Rosario, Sr. Contract Specialist<br>134 North Main Street<br>Fuquay Varina, NC 27526-1934 |

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or

no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

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

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of 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 Commissioners Court: _____, 2017.***

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, LLP

By: _____
Hon. Stephen L. Crain, Attorney

**BUYER:**

By:_____
Hon. Ramon Garcia, County Judge

**ATTEST:**

By: _____
Hon. Arturo Guajardo Jr., County Clerk

**SELLER: BOB BARKER COMPANY, INC.**

By:_____
Printed Name: Talia Rosario
Title: Senior Contract Specialist

# EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

December 5, 2016

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Seals Quotes -**"Purchase of Security Correctional Mattresses"**
**RFSQ Bid No: 2017-015-12-19-SGS**

Dear Gentleman/Ladies:

Enclosed, please find the Request for Sealed Quotes (RFSQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

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) 381-2626 / Fax: (956) 292-7612

# TABLE OF CONTENTS
# REQUEST FOR SEALED QUOTES (RFSQ)
# HIDALGO COUNTY
# "PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"
# RFSQ NO: 2016-015-12-19-SGS


| ITEM | DESCRIPTION | NO. OF PAGES |
|---|---|---|
| 1. | Request For Sealed Quotes Letter | 1 |
| 2. | Request for Sealed Quotes, Legal Notice | 9 |
| 3. | Exhibit A, Specifications | 4 |
| 4. | Exhibit B, Bid Page & Quote Page | 1 |
| 5. | Exhibit C, Insurance Requirements | 4 |
| 6. | Exhibit D, (CIQ) Conflict of Interest Questionnaire (file, if applicable) | 2 |
| 7. | Exhibit E, Vendor/Bidder Application and W-9 form(s) | 6 |
| 8. | Exhibit F, Certification Regarding Debarment | 1 |
| 9. | Exhibit G, Title VI Appendices "A" through "E" | 6 |
| 10. | RFSQ Submittal Checklist | 1 |
| 11. | Draft Agreement | 8 |


The above mentioned items shall be found in this Request for Sealed Quotes-(RFSQ) - packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact The Purchasing Department by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Sandy Suarez, Buyer II

December 5, 2016
Date

| RFSQ:2017-015-12-19-SGS | Name: Sandy Suarez, Buyer II | Tel. No: (956)956-318-2626 x 4860 |
|---|---|---|

# REQUEST FOR SEALED QUOTES

## HIDALGO COUNTY
## "PURCHASE OF SECURITY CORRECTIONAL MATTRESSES
## RFSQ NO.: 2017-015-12-19-SGS

## DUE DATE:
## DECEMBER 19, 2016
## @ 11:00 am

Contact Person:
Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE– "PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"** 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 RFSQs 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: 2017-015-12-19-SGS -HIDALGO COUNTY SHERRIFF'S OFFICE -"PURCHASE OF SECURITY CORRECTIAL MATTRESSES"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281- Administration Building, Edinburg, Texas, **on or before 5:00 P.M. DECEMBER 19, 2016. FACSIMILES, EMAILS OR LATE ARRIVALS WILL NOT BE ACCEPTED ANY RFSQ 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: 2017-015-12-19-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.

   Additionally, all forms listed below must be properly executed and included with your quote:

   1. **Legal Notice (See page 9);**
   2. **Quote 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).**

1. 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 RFSQ 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. 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 Participant shall not substitute items named in the RFSQ 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 Participant, 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. Participant 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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Quotes are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. 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 Auditors 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
Sandy Suarez, Buyer II
(956) 318-2626 Ext. 4860

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 (if any)
  d) Notation - **HIDALGO COUNTY– "PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"** 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**

| | |
|---|---|
| **Sealed Quote Opening, 11:00 AM** | **DECEMBER 19, 2016** |
| **Award of Contract** | **_____, 2016** |
| **Commence Work or Deliver Products** | **_____, 2016** |

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ 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 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 RFSQ, and prior to commencement of the actual work, the Participant 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 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 participant 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 RFSQ 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 RFSQ No. 2017-015 as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to :sandy.suarez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

**https://www.ethics.state.tx.us/tec/1295-Info.htm**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS 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 RFSQ awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

24. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

25.. 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.

26. 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

29. 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 RFSQ 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.

30. 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 RFSQs 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.

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 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.

RFSQ
for
**HIDALGO COUNTY**
**"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"**
**RFSQ No: 2017-015-12-19-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Sandy Suarez, Buyer II
Physical Address: 2802 S. Business Hwy. 281 - 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 Participant 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 RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

| | |
|---|---|
| Participant: | |
| Address: | |
| By: | |
| Printed Name: | |
| Title: | |

*Must be submitted with the quote*

# EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
*"Purchase of Security Correctional Mattresses"*
RFSQ No.:2017-015-12-19-SGS

**PROJECT OVERVIEW:**
Hidalgo County Sheriff's Office is requesting sealed quotes for a contract for the "*PURCHASE OF SECURITY CORRECTIONAL"* 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 to or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "New Correctional Safety Mattresses & Replacement Covers" on an "as needed basis" including, but not limited to, the following:

## II. SPECIFICATIONS

**Heavy Duty Vinyl Mattress**

| | |
|---|---|
| SIZE: | 25" x75" x 4" |
| MATERIAL | 100 % polyester - 3 ply thick vinyl cover |
| COLOR | Gray |
| SEAMS | Double needle lock stitch sewn- seams – all seams must face the inside of the mattress except for the end, in the closing seam |
| CORE | Densified Polyester core (flame resistant) |
| QUANTITY: | No set quantity - on an "As Needed Basis" |

## III. REQUIREMENTS AND TERMS, CONDITIONS :

**1.** All mattresses must be **new** and unused.

**2.** Mattresses must be fire retardant, anti-bacterial, anti-microbial and antifungal.

**3.** Mattresses must be easy to clean with soap and water and be tear resistant.

**4.** Vendor shall have been in business (in the field) for a minimum of one (1) year.

**5.** This contract is to be used by the Hidalgo County Adult Detention Facility.

**6.** All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

**7.** All RFSQ prices for items shall take into consideration shipping and handling costs. All prices are to be F.O.B. destination.

**8.** Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best

interest to do so.

**9.** The initial contract term for this project will be for one (1) year with the County's with a sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.

**10.** Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.

**11.** 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".

**12.** 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.

**13.** 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.

**14.** Prices must be **firm** for the entire contract period and each consecutive contract period.

**15.** 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

**16.** 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.

**17.** **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.

# EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
*"Purchase of Security Correctional Mattresses"*
RFSQ No.:2017-015-12-19-SGS

**ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:**

**All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and sealed quotes & 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, Administration Office, Edinburg, TX. 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL AND/OR VIA FACSIMILE** to (956) 292-7612. E-mail to sandy.suarez@co.hidalgo.tx.us by no later than, **Friday, December 09, 2016 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via EMAIL by no later than **Tuesday, December 13, 2016 by 5:00 p.m.**

# REQUEST FOR SEALED QUOTES FORM

DATE: December 05, 2016

| | | | |
|---|---|---|---|
| COMPANY NAME: | | **REQUEST FOR: 2017-015-12-19-SGS** | |
| ADDRESS: | | QUOTATION | |
| CITY/STATE/ZIP: | | INQUIRY ONLY | |
| PHONE/ FAX NO.: | | THIS IS NOT AN ORDER | |
| REPRESENTATIVE: | | SUMMARY OF QUOTATION | |

| | | |
|---|---|---|
| **FROM:** | **Sandy Suarez, Buyer II** | |
| **ADDRESS:** | **2802 S. Bus. Hwy 281** | QUOTE GOOD FOR _____ DAYS |
| | **Edinburg, Texas 78539** | |
| **PHONE** | **(956) 318-2626 ext 4860** | |
| **FAX** | **(956) 292-7612** | TERMS from date _____ to date _____ |
| | **Contact Person: Sandy Suarez** | **QUOTATIONS MUST BE RECEIVED BY:** DECEMBER 19, 2016 @ 11:00 AM via Mail Carrier or In Person |

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F.O.B., DELIVERY SCHEDULE AND TERMS ON:

| QUANTITY | ITEM | DESCRIPTION AND DELIVERY REQUIRED | UNIT PRICE | TOTAL AMOUNT |
|---|---|---|---|---|
| | | **Refer to Exhibit B for pricing however this form must be completed where applicable and attached with your quote (Exhibit "B" Quote Page)** | | |
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| | | AUTHORIZED SIGNATURES _____ | | |
| | | | | |
| | | | | |
| | | | | |

**SPECIAL NOTICE TO VENDORS:**

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTEST YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $50,000.00

***PLEASE FILL IN ALL THE HIGHLIGHTED AREAS AND SEND IN WITH EXHIBIT "B"***

**Any ALTERALTIONS on this page shall be considered a probable cause for disqualification.**

EXHIBIT "B"

B I D PAGE

HIDALGO COUNTY SHERIFF'S OFFICE

**"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"**

RFSQ NO. 2017-015-12-19-SGS

As per Specifications on Exhibit "A".

| DESCRIPTION | UNIT COST |
|---|---|
| Heavy Duty Vinyl Mattress - 100 % polyester - 3 Ply Vinyl<br>**Size:** 25" x 75" x 4" | **$_____each** |
| **Equal to or better**: Provide product name & the Specs for mattress that meets or exceeds the County's Specifications. | **$_____each** |

Specify Any Comments or Deviation:_____

_____

_____

_____

*INTERNAL USE ONLY NIGP Commodity Code: 420-68 & 850-60*

EXHIBIT "B"
B I D PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
**"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"**
RFSQ NO. 2017-015-12-19-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
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP GG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ 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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

## THIS FORM MUST ACCOMPANY BID PACKET

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**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)**<br>**Small Business:_____Disadvantaged Business (At Least 51% Ownership)**<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**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):**<br>**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 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

or

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee[1]<br>The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "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).

**HIDALGO COUNTY SHERIFF'S OFFICE**

**REQUEST FOR SEALED QUOTES**
**"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"**

**RFSQ No.: 2017-015-12-19-SGS**

# RFSQ SUBMITTAL CHECK LIST

**All forms listed below must be included in the RFSQ response.**

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Exhibit "B" Bid Page & Quote Page

_____ Exhibit "C" -Acknowledgement forms, Insurance and Project

_____ Exhibit "D" -CIQ Form - Copy of Co. Clerk 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).

# EXHIBIT "B"

BID PAGE

Bob Barker Company, Inc.
134 N Main Street
PO Box 429
Fuquay Varina, NC 27526

EXHIBIT "B"
B I D PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
**"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"**
RFSQ NO. 2017-015-12-19-SGS

As per Specifications on Exhibit "A".

| DESCRIPTION | UNIT COST |
|---|---|
| Heavy Duty Vinyl Mattress - 100 % polyester - 3 Ply Vinyl<br>**Size:** 25" x 75" x 4" | $ 27.00 **each** |
| **Equal to or better**: Provide product name & the Specs for mattress that meets or exceeds the County's Specifications.<br>Bob Barker Co. Item # VAL25754 | $ _____ **each** |

Specify Any Comments or Deviation: No deviations to specified

*INTERNAL USE ONLY NIGP Commodity Code: 420-68 & 850-60*

EXHIBIT "B"
B I D PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
**"PURCHASE OF SECURITY CORRECTIONAL MATTRESSES"**
RFSQ NO. 2017-015-12-19-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: | Bob Barker Company, Inc. |
| ADDRESS: | 134 N. Main St / PO Box 429 |
| CITY/STATE/ZIP: | Fuquay-Varina, NC 27526 |
| PHONE NUMBER: | 919-346-2137 |
| FAX NUMBER: | 800-322-7537 |
| CELL NUMBER: | N/A |
| CONTACT PERSON: | Talia Rosario |
| E-MAIL ADDRESS: | taliarosario@bobbarker.com |
| AUTHORIZED SIGNATURE: | |
| TITLE: | Sr. Contract Specialist |
| DATE: | 12.15.2016 |

(See attached: "Minutes of Special Meeting..."

# EXHIBIT "C"

CERTIFICATE OF INSURANCE

BOBBA-2 OP ID: K7

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE 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
Senn Dunn - Raleigh
4700 Falls of Neuse Rd, St 190
Raleigh, NC 27609-2521
L. Rivers Lee CPCU, CIC

CONTACT NAME: L. Rivers Lee CPCU, CIC
PHONE (A/C, No, Ext): 919-719-9570 FAX (A/C, No): 919-719-9571
E-MAIL ADDRESS: rlee@senndunn.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Great Northern Ins. Company | 20303 |
| INSURER B : Federal Insurance Company | 20281 |
| INSURER C : Chubb National Insurance Co. | 10052 |
| INSURER D : Ohio Casualty Company | 24074 |
| INSURER E : | |
| INSURER F : | |

INSURED
Bob Barker Company Inc
134 N Main Street
Fuquay Varina, NC 27526

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 3595-17-36 | 12/31/2016 | 12/31/2017 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | X Stop Gap $1M | | | ALL MONOPOLISTIC STATES | | | MED EXP (Any one person) | $ 10,000 |
| | X Per Proj/Per Loc | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | Emp Ben. | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 7358-68-69 | 12/31/2016 | 12/31/2017 | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| D | X UMBRELLA LIAB X OCCUR | | | UUO1756406231 | 12/31/2016 | 12/31/2017 | EACH OCCURRENCE | $ 15,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 15,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | 7174-50-59 | 12/31/2016 | 12/31/2017 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A | N/A | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

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

**CERTIFICATE HOLDER**

HIDAL-1

Hidalgo County TX
2812 S Business Hwy 281
Edinburg, TX 78539

RECEIVED DEC 27 2016 By

**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-58223** **Closed Session** **25. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

---

**Information**

**CAPTION**

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

**BACKGROUND**

---

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 11:53 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/25/2017 03:55 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58271** **Closed Session** **25. D.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

---

**Information**

**CAPTION**

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:12 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/30/2017 11:45 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-58276** **Closed Session** **25. E.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

---

## Information

**CAPTION**

CL-16-45005-A; Saul Sosa v Hidalgo County Indigent Defense and Hidalgo County

**BACKGROUND**

---

## Fiscal Impact

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:35 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/30/2017 01:21 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58387** **Closed Session** **25. F.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Submitted By:** Glinda Pacheco, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

---

**Information**

**CAPTION**

C-2307-16-I; Ruth Reynua, et al v. Hidalgo County, et al

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 04:25 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Glinda Pacheco | | Started On: 02/02/2017 04:24 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58291** **Closed Session** **25. G.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

EEOC Charge No. 451-2016-02842; Jose Lauro Hinojosa v Hidalgo County

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/31/2017 02:46 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/31/2017 01:23 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58255** **Closed Session** **25. H.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of David Fox

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 11:55 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 01/27/2017 10:22 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-58305** **Closed Session** **25. I.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Judith Gonzalez

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 09:25 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 02/01/2017 08:45 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-58307** **Closed Session** **25. J.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Judith Gonzalez Custodian of Audrey Roque, a minor passenger

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 09:25 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 02/01/2017 08:50 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-58224** **Open Session** **27. C.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

---

**Information**

**CAPTION**

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 11:53 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/25/2017 03:56 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58272** **Open Session** **27. D.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:12 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/30/2017 11:46 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-58277** **Open Session** **27. E.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

CL-16-45005-A; Saul Sosa v Hidalgo County Indigent Defense and Hidalgo County

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/30/2017 01:35 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/30/2017 01:21 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58386** **Open Session** **27. F.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Submitted By:** Glinda Pacheco, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

C-2307-16-I; Ruth Reynua, et al v. Hidalgo County, et al

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/02/2017 04:22 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Glinda Pacheco | | Started On: 02/02/2017 04:18 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58292** **Open Session** **27. G.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

EEOC Charge No. 451-2016-02842; Jose Lauro Hinojosa v Hidalgo County

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/31/2017 02:46 PM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Monica Badillo | | Started On: 01/31/2017 01:24 PM |
| Final Approval Date: 02/02/2017 | | |

**AI-58256** **Open Session** **27. H.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of David Fox

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 01/27/2017 11:55 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 01/27/2017 10:24 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-58306** **Open Session** **27. I.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Judith Gonzalez

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 09:25 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 02/01/2017 08:50 AM |
| Final Approval Date: 02/02/2017 | | |

**AI-58308** **Open Session** **27. J.**

**CC - REGULAR**

**Meeting Date:** 02/06/2017

**Submitted For:** Armando Guzman, SAFETY DIVISION

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Judith Gonzalez Custodian of Audrey Roque, a minor passenger

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Veronica Ortiz | 02/01/2017 09:26 AM |
| Final Approval | Monica Badillo | 02/02/2017 06:22 PM |
| Form Started By: Aida Alvarez | | Started On: 02/01/2017 08:53 AM |
| Final Approval Date: 02/02/2017 | | |