AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 18, 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. **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-59420** Discussion, consideration and action on Resolution for the creation of new District Court(s)

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

A. **AI-59432** Status update on New Hidalgo County Courthouse project

B. **AI-59377** Proclamation declaring April 2017 as Autism Awareness Month

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

A. **AI-59154** Proclamation declaring April 2017 as Sexual Assault Awareness Month.

B. **AI-59150** DA's Office - Victim Coordinator and Liaison Grant (VCLG) (1281):
1. Requesting approval to apply for the FY 2018-2019 Victim Coordinator and Liaison Grant (VCLG) with the Office of the Attorney General (OAG).
2. Requesting approval of Resolution and for the County Judge to sign document.
3. Requesting approval of Statements Supporting Submission of the Application document and for the County Judge to sign it.

8. **HIDTA - Task Force:**

A. **AI-59277** 1. Authorization and approval to terminate the existing Memorandum of Understanding between the Hidalgo County Criminal District Attorney's Office HIDTA Task Force and the following:
a. Hidalgo County Constable Precinct 3
b. Hidalgo County Constable Precinct 4
c. Hidalgo County Sheriff's Office

2. Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County Criminal District Attorney's Office HIDTA Task Force and the following:
a. Hidalgo County Constable Precinct 3
b. Hidalgo County Constable Precinct 4
c. Hidalgo County Sheriff's Office

B. **AI-59278** HIDTA Task Force -Chapter 59 (Fund 1251):
Approval of 2017 appropriation of funds from HIDTA Chapter 59 unreserved fund balance in the amount of $50,000.

9. **Constables:**

A. **AI-59245** Constable Pct. 3 (1220):
1. Approval of certification of revenues by County Auditor in the amount of $1,622.61 for the Constable Pct. 3 2017 LEOSE funds.
2. Approval of appropriation of the Constable Pct. 3 2017 LEOSE funds in the amount of $1,622.61.
3. Approval of appropriation of funds from Constable Pct. 3 LEOSE unreserved fund balance in the amount of $864.16.

B. **AI-59293** Constable Pct. 3 - (1100)
Requesting approval to process the following invoice as a claim, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

Vendor Invoice No. Invoice Date Amount
Charles Clark Chevrolet CVCS605717 03-27-2017 $136.51

C. **AI-59252** Constable Pct.3 (1257)
Approval of 2017 appropriation of the 2017 Federal Sharing Fund-US Treasury Fund Balance in the amount of $12,469.86.

D. **AI-59258** Const. Pct 3 FED SHRG (1261):
Approval of the 2017 appropriation of the Federal Sharing DOJ fund balance in the amount of $11,698.08.

E. **AI-59247** Constable Pct. 3 (1230)
Appropriation of the Hidalgo County Constable Pct. 3 2017 Chapter 59 Fund Balance in the amount of $80,504.83.

F. **AI-59302** Constable Precinct 4 - LBSP (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 e-grants.
2. Authorization for County Judge to e-sign application under e-grants as authorized official.
3. Approval of Resolution for LBSP FY18 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required document. Grant Period: 9/1/2017 - 8/31/2018

G. **AI-59339** Constable Pct 4 CCP59 (1231):
Approval of 2017 appropriation of fund balance for Constable Pct. 4 CCP59 (1231) in the amount of $27,000.00.

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

A. **AI-59254** Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
F0330.04.000.0364.00	Mrs. Fidel Perez	$1,374.68	2012-2013

11. Sheriff's Office:

A. AI-59238 Resolution in Recognition of Lieutenant Fidel Jasso for 35 years of service to Hidalgo County.

B. AI-59239 Resolution in Honor of Detention Sergeant Oscar Martinez for 32 years of service to Hidalgo County.

12. Urban County:

A. AI-59407 Approval of a Proclamation declaring April 2017 Fair Housing Month

B. AI-59406 Approval of Proclamation declaring April 17th – April 22nd as CDBG Week.

C. AI-59331 The Urban County Program on behalf of the City of Palmview is requesting approval of Amendment No.2 to the Professional Engineering contract with SAMES Engineering, Inc. The amendment will increase the amount of the existing contract $49,295.00 by $23,750.00. The new contract amount will be $73,045.00, utilizing Check No. 51675- City of Palmview General Funds.

D. AI-59429 Subject to HB 1295 Compliance, Urban County Program, on behalf of Hidalgo County Precinct No. 1, is requesting approval of a best and final negotiated contract in the amount of $19,220.29 with Raba Kistner, Inc. for geotechnical and construction material testing services for the Delta Area Connector/East Lateral Project (Phase I and III) funded by the General Land Office (GLO).

E. AI-59433 Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with RDH Site and Concrete, LLC in the amount of $102,732.00 (base bid & alternate). UCP Fiscal Year 29 (2016) Elsa – Street Improvement funds will be utilized.

F. AI-59275 Requesting approval to execute the 2016-2020 Colonia Self Help Center (SHC) Program agreement between the County of Hidalgo Urban County Program and Proyeto Azteca

G. **AI-59265** 1. Requesting approval to re-certify Proyecto Azteca Community Housing Development Organization (CHDO) within the County of Hidalgo.

2. Requesting approval to execute the 2016 HOME/CHDO agreement for Proyecto Azteca

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

A. **AI-59326** Requesting approval to accept the Interlocal Cooperation Agreement between UTRGV and the County of Hidalgo. The purpose of the Interlocal is to engage and empower community residents to engage in behaviors and make changes that improve individual and population health and provide interprofessional experience for the UTRGV students involved.

B. **AI-59263** RLSS/LPHS (1293):
1. Requesting approval to accept the Regional Local Services System / Local Public Health Services grant contract #537-18-0225-00001 in the amount of $204,806.00 for the period of 09/01/2017 to 08/31/2019.
2. Requesting approval for County Judge to e-sign the RLSS/LPHS contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $204,806.00.
4. Requesting approval of the budget appropriation in the amount of $102,403.00 for the FY 18 grant period and $102,403.00 for the FY 19 grant period.

C. **AI-59221** 1. Discussion and presentation of the proposed Uniform Hospital Rate Increase Program (UHRIP).
2. Discussion, consideration and approval to draw down funds for the Uniform Hospital Rate Increase Program in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a transfer date of May 1. 2017.
3. Approval of Certification of Revenues as certified by the County Auditor from the Local Provider Participation Fund in the amount to be determined by HHSC instructions.
4. Approval of 2017 appropriations of funds from the LPPF in the amount to be determined by HHSC.

D. **Health Care Funding District:**

1. **AI-59144** Discussion and approval to amend the Hidalgo County Health Care Funding District Rules and Procedures.

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

E. **Indigent Health Care Program:**

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

14. **IT Department:**

A. **AI-59354** COMMISSIONER PCT. 4
Authorization and approval to purchase new wireless service and change service plan on existing cell phones through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	MDN:
2	Cell Phone	Pct.4 Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG UNL @ $69.99 + $5.00 taxes/fees = $74.99 each per month	956-279-5613 & 956-330-9402
5	Data Cards	Pct.4 Office Use	4G Mobile Broadband Unl. $37.99 each per month	956-221-2292, 956-221-2293, 956-578-3164, 956-578-2177 & 956-358-1407
1	New Data Card	Pct.4 Office Use	4G Mobile Broadband Unl. $37.99 each per month	New MDN

15. **Elections Administration:**

A. Discussion, consideration and action but not limited to Election updates.

B. **AI-59324** Discussion, consideration and approval authorizing Hidalgo County Elections Department to send notice of intent to participate in program for countywide election day polling precincts for the November 7, 2017 Constitutional Election.

C. **AI-59321** 1. Approval of 2017 Full Contract for Election Services between Hidalgo County and the Sharyland Independent School District for their election to be held on May 6, 2017.
2. Approval of Full Contract for Election Services between Hidalgo County and the City of Sullivan City for their election to be held on May 6, 2017.
3. Approval of 2017 Full Contract for Election Services between Hidalgo County and the City of Mercedes for their election to be held on May 6, 2017.

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

A. **AI-59310** 1. Requesting approval of Interlocal Cooperation Agreement between City of Alton and County of Hidalgo concerning certain improvements to FM 676 (Mile 5) from SH 107 (Conway) to Taylor Road.

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement regarding certain Phase III road improvements to FM 676 also known as Mile 5 from SH 107(Conway) to Taylor Road, a section which is in part within the City limits of Alton and in part within County jurisdiction.

B. **AI-59341** TXDOT Precinct No. 3:
Requesting acceptance and approval of Advance Funding Agreement (AFA)-Amendment #1 between Hidalgo County and Texas Department of Transportation for Los Ebanos Rd. Bridge Replacement (CSJ # 0921-02-212) with authority for the County Judge to sign all required documentation.

17. **Budget & Management:**

A. **AI-59437** 1. Approval to revise salary schedule as per AI# 58728 approved by Commissioners' Court on March 7, 2017.
2. Approval to revise salary schedule in accordance with Commissioners' Court action whenever a personnel related item is presented for consideration.

B. **AI-59438** FEMA (1200):
1. Approval of 2017 appropriation of funds into Precinct No.1 (programs 828-838) in the total amount of $296,254.96

R&B(1200):

2. Approval of 2017 appropriation of funds into Precinct No.4 for program (007) in the amount of $140,028.05

C. **AI-59425** Pct 2 Various R&B Accounts (1200):
Approval of 2017 appropriation of funds from the R&B unreserved fund balance for Various Pct 2 R&B Accounts in the amount of $2,588,757.42 to fund project & operating expenditures.

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

A. **Hidalgo County**

1. **AI-59394** Requesting approval to exercise the additional one (1) year term (under the same rates, terms and conditions) as provided in the current agreements for the provisions of "TITLE REPORT SERVICES-POOL" (on an as needed basis) for Hidalgo County, commencing, April 26, 2017, expiring, April 25, 2018 with the following firms:

- VALLEY LAND TITLE COMPANY LTD. - C-15-004-04-14
- SOUTH TEXAS LAND INVESTIGATIONS - C-15-004A-04-14

2. **AI-59140** Presentation of sole responsible vendor Anrige Inc., dba, A Clean Portoco submitting the lowest and best bid [and meeting all HC specifications/requirements] for the purpose of award & approval of contract for Request for Bid: Hidalgo County-"Lease and/or Service of Portable Toilets" project no.:2017-040-03-15-SGS.

B. **Executive Office**

1. **AI-59348** Acceptance and approval of Work Authorization No. 2 with an estimated cost of $ 23,805.00 as submitted by project engineer, Halff Associates, Inc. in connection to on call Professional Engineering Services agreement# C-16-188-05-10 for "Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" for: ["Mechanical & Electrical Engineering and Building Renovation Design for Fire Suppression System at the Hidalgo County Administration Building"] within Hidalgo County Precinct 4.

2. **AI-59244** Requesting approval to process the attached quote [i.e invoice] for payment [to Dell Marketing, LP, C/O Dell USA [awarded vendor under DIR-SDD-1951] in the amount of $14,347.83 (Req. #340496) for Live Streaming Services [commenced in 2015-PO #716266 covering Aug. 2015-July 2016] of 50 Commissioner's Court Meetings and automatically continued from August 2016-July 2017 with authority for County Treasurer to issue payment after review/processing procedures are completed by County Auditor including the processing of Requisition into a Purchase Order as provider does not require agreement and to document the continued services of the second year.

C. Pct. 1

1. **AI-59435** a. Ratification of fully executed Change Order No. 2 in connection with contract C-16-260-07-19 with Contractor 2GS,LLC for the Colonia Noreste Paving and Drainage Improvement Project as recommended by engineer TEDSI Infrastructure Group, Inc, with a cost decrease in the amount of ($8,400.00) subject to compliance with HB 1295 when and if applicable.
   b. Approval of Application for Payment No. 4 in the amount of $7,096.51 as submitted by 2GS,LLC. Contract #C-16-260-07-19 for the provision of Paving and Drainage Improvements Project titled Colonia Noreste.

2. **AI-58883** Acceptance and approval of contract (bid awarded by CC on 03-07-17) to 2GS, LLC d/b/a Earthworks Enterprise in the amount of $350,867.20 for FEMA Road Improvements for ONLY Site 1: Mile 1-1/2 West (between Mile 11 North & Mile 12 North) located in Edcouch, Texas.

D. Pct. 2

1. **AI-59424** 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 required for Precinct No. 2 "ON CALL" Projects (on an as needed basis):

	L&G CONSULTING ENGINEERS	HINOJOSA ENGINEERING, INC.	JAVIER HINOJOSA ENGINEERING
EVALUATOR NO. 1	98	97	95
Ranking			

c. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of _____ for professional engineering services required for Precinct No. 2 "ON CALL" Projects (on an as needed basis).

2. AI-59423 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis):

	L&G Consulting Engineers, Inc.	Millennium Engineers Group	Raba Kistner, Inc.
EVALUATOR No. 1	97	95	93
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2 .

3. AI-59387 A. Pursuant to CMAR statute [two-step method] and procurement packet, presentation of scoring grid (for the purpose of ranking by CC) of responses received and evaluated in connection with RFQ No. 2016-406-HGO - "Construction Manager at Risk for the Palmer Pavilion - Les Gilmore Kitchen Renovations":

	Holchemont	Erickson
Evaluator #1	50	58
Evaluator #2	49	58

Evaluator #3	51	57
Overall Rating Step 1	37	40
Total	187	213

B. Authority for the Purchasing Department along with project engineer and Pct. to commence negotiations with the No. 1 ranked firm of _____.

E. Pct. 3

1. AI-59292 Acceptance of submitted proposal and approval to award job order contractor, Herrcon LLC through HC membership/participation with Buyboard Cooperative JOC Contract #520-16 for and through submitted: 1) Requisition #339674 - $25,437.21-Repair of the Dock; and, 2) Requisition #339675 - $59,169.79-Repair of the Pavilion at Pct. #'s 3 Anzalduas Park and processing of Purchase Orders for same.

2. AI-59359 A. Requesting acceptance and approval of a Substantial Completion date of September 12, 2016 for the Mile 2 North Road Project Contract #14-153-02-17, IOC Company LLC.

B. As requested and instructed by HC Auditor's Office , acceptance and approval of heavy traffic days suspension of work as submitted by awarded Contractor. IOC Company, LLC [thru Contract #14-153-02-17] to L&G Engineering, project engineer including e-mail accounting for an additional three [3] days [through an oversight by engineer and not contractor] for Mile 2 North Road Project in connection with the attempt to impose/charge liquidated damages prior to processing invoices.

F. Pct. 4

1. AI-59108 Requesting approval of First Amendment to agreement #C-16-226-06-20 between Hidalgo County and R.G.Enterprises, LLC, dba, G&G Contractors, LLC awarded in connection with the following project: Concrete Walking Trails at San Carlos CRC and Sunflower Park to replace the Statement of Credentials (approved by CC on 06/20/16-AI-55028).

2. AI-59297 Requesting approval of a professional architectural ***"on call"*** services agreement with ***THE WARREN GROUP ARCHITECTS, INC.*** for the purposes of: ***Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services*** on a *"per project basis"* for *County-owned Buildings/Structures* located within ***HIDALGO COUNTY PRECINCT 4***, through the [***forms of an AIA Agreement***] and as selected for negotiations through County's protocol under the "POOL" of Architects.

3. AI-59251 Pursuant to Article 14 of the "professional engineering services" agreement with Halff & Associates, Inc., is requesting approval to engage the services of SUB-CONTRACTOR -TEXAS STATE ENVIRONMENTAL (TSEC) under SA2-WA1 in connection to Contract # C-16-188-05-10 (as previously approved by CC on 01/10/17-AI-57889) with adherence to insurance provisions required by said article and, subject to compliance with [HB1295 Form, [when and/or if applicable].

G. WIC

1. AI-59368 Presentation of the sole, lowest and best bid submitted & received by vendor, BIC Development Corp. and meeting all specifications and/or requirements (as detailed in the supporting documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Lease of Space for Off Premises Storage Area for WIC" through project No.: 2017-048-04-05-FAZ.

H. Co. Wide

1. AI-59380 HIDALGO COUNTY:

a**.** Authority to amend & revise [additions] the current list of vendors [CC/AI#52408/12-08-15 & attached hereto] in connection with the exemption of authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment through the established and approved procedures for the requisition and purchase order process with said authority through 12-31-17; and,

The following agenda items effective 01-01-18 through 12-31-19:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(B) films, manuscripts, or books -(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs"

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment} for County-owned vehicles and equipment from the vendors identified and detailed list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2019.

c. Requesting authority to purchase parts for County-owned vehicles, equipment, heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2019;

d. Requesting authority to purchase books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;
e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources with action valid through December 31, 2019;

f. Pursuant to same statute, specifically 262.024(d), action the following:
1. Solicitation of at least three (3) quotes by:
2. Telephone;
3. Written quotations;

g. Set the intervals for the solicitation of quotes for:
1. Current & historic time frame is 30 days;
2. Other as approved _____;

h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document valid through December 31, 2019.

2. AI-59291 Recommending and approval to reject sole bid received for project titled - Hidalgo County "Pre-Cast Safety End Treatments" project #2017-047-04-05-FAZ as response does not address all items and historically use and purchase of said products have been very limited in the past several years.

19. Open Forum

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-59427** CL-17-0608-D; Juan C. Cervantes v Elite Auto Service; et al

D. **AI-59335** EEOC Charge No. 451-2017-00647: Ruben Hernandez v. County of Hidalgo

E. **AI-59337** EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v County of Hidalgo

F. **AI-59362** Claim of Patricia Love and Celeste Rodriguez

G. **AI-59294** Hidalgo County v. Tiana Monique Juarez

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

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

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-59428** CL-17-0608-D; Juan C. Cervantes v Elite Auto Service; et al

D. **AI-59336** EEOC Charge No. 451-2017-00647: Ruben Hernandez v. County of Hidalgo

E. **AI-59338** EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v County of Hidalgo

F. **AI-59363** Claim of Patricia Love and Celeste Rodriguez

G. **AI-59295** Hidalgo County v. Tiana Monique Juarez

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

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

25. **Adjourn**

AI-59420 **Executive Office** **5. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on Resolution for the creation of new District Court(s)

BACKGROUND

Fiscal Impact

Attachments

data
draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 01:35 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Monica Badillo Started On: 04/13/2017 11:06 AM

Final Approval Date: 04/13/2017

Hidalgo County Summary of Key Data Used to Assess Requests for Additional District Courts

County	Estimated FTEs Needed[1]	% Current FTEs State Funded[2]	2015-2016 Filings Change	2012 - 2016 Filings Change	2016 Clearance Rate[3]	2012 - 2016 Clearance Rate	Date Last Court Created
Hidalgo	17.25	100.0%	3.1%	5.7%	83.2%	81.8%	2007
The estimated total FTEs needed for this county is 17.25. The reported actual FTEs is 13.78.							

1. Based on 2016 filings as reported to the Office of Court Administration, applied to case weights in "Measuring Current Judicial Workload in Texas, 2007," National Center for State Courts, available at: http://www.txcourts.gov/media/868706/Weighted-Caseload-StudyFinal-Report-July-7-08.pdf. CPS filings applied to CPS case weight in "Texas Child Protective Services Workload Assessment Final Report," National Center for State Courts, available at: http://www.txcourts.gov/media/1436073/texas-child-protective-workload-final-report-2016.pdf.

2. Based on survey responses from county auditors/treasurers. This information should be updated regularly as county use of associate judges, etc. may change periodically.

3. The 2016 Statewide District Clearance Rate is 96.8%.

Definitions of Key Data Elements – District

Key Data Elements	Definitions
Estimated FTEs Needed:	This is the application of the weighted caseload study conducted by OCA in 2007 to the case filings by case type in FY 2016. CPS filings are applied to a CPS case weight from the Texas Child Protective Services Workload Assessment Final Report. The weighted caseload is intended to be an objective standard used to estimate judicial need. If the estimated total FTEs needed in the county exceed the reported actual FTEs, it would indicate a need for additional judicial resources.
% Current FTEs State Funded:	Some courts employee associate judges and/or magistrates in their counties to assist with the caseload. Those associate judges and magistrates assist with the workload and count toward the total judicial FTEs in the county. Thus, this percentage provides a picture of how much the county is contributing to the judicial need versus the state funding.
2015 – 2016 Filings Change:	This looks at the percentage increase or decrease in case filings in the county between FYs 2015 and 2016. A trend of increasing filings would indicate a need for more judicial resources over time.
2012 – 2016 Filings Change:	This looks at the percentage increase or decrease in case filings in the county over the last five fiscal years. Again, a trend of increasing filings would indicate a need for more judicial resources over time.
2016 Clearance Rate:	The statewide average clearance rate in FY 2016 was 96.8%. A clearance rate below 100% might indicate that the court is struggling to keep up with its caseload, perhaps due to a judicial resource shortage or other factors.
2012 – 2016 Clearance Rate:	This measure looks at the clearance rate over the last five fiscal years.
Date Last Court Created:	This is informational, but provides a picture of when the court was last given resources.

Resolution

in support of an additional
District Court for Hidalgo County

WHEREAS, based on 2016 filings, reported to the Office of Court Administration, applied to case weights in "Measuring Current Judicial Workload in Texas, 2007"; and

WHEREAS, the study conducted provided Hidalgo County Key Data Used to Assess Requests for Additional District Courts. The weighted caseload approach utilized was designed to provide an objective and accurate methodology to properly evaluate the workload of the District Courts in the State of Texas. The study estimated total FTEs needed for Hidalgo County is 17.25. The reported actual FTEs is 13.78 to handle all the cases coming before the Courts in a timely, efficient and fair manner. Hidalgo County presently has eleven District Courts and two Master Courts; and

WHEREAS, the Hidalgo County Key Data used to Assess the Request for Additional District Courts reports a 2016 Clearance Rate of 83.2% compared to a Statewide District Clearance Rate of 96.8%; and

WHEREAS, the goal of Hidalgo County Judges, for the creation of a new District Court, is to provide the citizens of Hidalgo County with an adequate number of judicial officers to manage and resolve court business without delay while also delivering quality service to litigants; and

WHEREAS, the Hidalgo County Commissioners Court is supportive of creating a new district effective January 1, 2021 so as to allow for it to budget its resources in anticipation of the creation of the court and the construction of a new County Courthouse to adequately house a Justice Court; and

NOW THEREFORE BE IT RESOLVED, that the Hidalgo County

Commissioners Court supports the creation of a new Hidalgo County District Court as of January 1, 2021 so as to ensure the dispensation of justice without delay and ensure that the rights of all citizens are protected.

Approved this 18th day of April, 2017.

AI-59432 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Status update on New Hidalgo County Courthouse project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 02:06 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Sandra Deleon		Started On: 04/13/2017 01:55 PM
Final Approval Date: 04/13/2017		

AI-59377 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Proclamation declaring April 2017 as Autism Awareness Month

BACKGROUND

Fiscal Impact

Attachments

Autism Awareness Month

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/12/2017 01:29 PM
Linda Flores	Linda Flores	04/13/2017 08:13 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Julia Sullivan		Started On: 04/12/2017 11:49 AM
Final Approval Date: 04/13/2017		

PROCLAMATION DECLARING APRIL 2017 AS AUTISM AWARENESS MONTH IN HIDALGO COUNTY

WHEREAS, autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it; and

WHEREAS, Autism Spectrum Disorders (ASD) is the fastest growing developmental disability in the United States. The incidence of autism has risen from 1 in 10,000 children 30 years ago to 1 in 68 children, according to the Centers for Disease Control; and

WHEREAS, individuals affected by ASD may suffer from neurological and developmental disabilities, which cause significant social, communication, and behavioral challenges; and

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive early and intensive treatment throughout their lives, they lead significantly improved lives,; and

WHEREAS, autism affects each individual in different ways and can range from very mild to severe, knows no racial, ethnic or social boundaries and affects young and old alike in the County of Hidalgo. Research shows that with early intervention and specialized therapies, individuals with ASD can make significant improvements; and

WHEREAS, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism can present; and

WHEREAS, nearly a quarter century ago, the Autism Society launched a nationwide effort to promote autism awareness, inclusion and self-determination for all, and assure that each person with ASD is provided the opportunity to achieve the highest possible quality of life. This year we want to go beyond simply promoting autism awareness to encouraging friends and collaborators to become partners in movement toward acceptance and appreciation.

NOW, THEREFORE, BE IT RESOLVED, that Hidalgo County Commissioners Court does hereby proclaim April 2017 as Autism Awareness Month, representing an excellent opportunity to promote autism awareness and acceptance, for everyone affected by autism.

Dated this 18th day of April 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-59154 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Rosie Cantu, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Proclamation declaring April 2017 as Sexual Assault Awareness Month.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/29/2017 08:55 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Rosie Cantu		Started On: 03/28/2017 10:13 PM
Final Approval Date: 04/13/2017		

PROCLAMATION DECLARING APRIL 2017 AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, the Hidalgo County Criminal District Attorney's Office shares a critical concern for victims of sexual violence and a desire to support their needs for justice and healing; and

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community. Statistics show one in five women and one in 71 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before the age of 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12 to 17 are 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, during their time in college, one in five women and one in 16 men are sexually assaulted; and

WHEREAS, victims are likely to disclose a sexual assault to a friend or family member, and when the loved one responds with doubt, shame, or blame, victims suffer additional negative effects on their physical and psychological well-being; and

WHEREAS, this year's Sexual Assault Awareness Month campaign theme is, "Engaging New Voices," calling on new partners and community members to help expand sexual assault prevention efforts and ensure that the next generation fosters attitudes that promote healthy relationships, equality, and respect; and

WHEREAS, the Hidalgo County District Attorney's Office will join communities across the country in taking action to prevent sexual violence and to provide prevention awareness of this terrible crime.

NOW, THEREFORE, BE IT RESOLVED, by all members of the Hidalgo County Commissioners Court that Hidalgo County supports the Engaging New Voices public awareness campaign and does hereby proclaim April as Sexual Assault Awareness Month.

Dated this 18th day of April 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-59150 **District Attorney** **7. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's Office - Victim Coordinator and Liaison Grant (VCLG) (1281):
1. Requesting approval to apply for the FY 2018-2019 Victim Coordinator and Liaison Grant (VCLG) with the Office of the Attorney General (OAG).
2. Requesting approval of Resolution and for the County Judge to sign document.
3. Requesting approval of Statements Supporting Submission of the Application document and for the County Judge to sign it.

BACKGROUND

Start Date and Length of Grant Contract Period: The grant contract period is up to two years from September 1, 2017 through August 31, 2019, subject to and contingent on funding and/or approval by the OAG.

Fiscal Impact

CALENDAR YEAR: SEE BELOW **ACCT. #:** 7-1281-412-00-080-011-X-XXX

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

BUDGETARY IMPACT:

No Match is required. Additional funding for salaries and fringes will be required from other funding sources.

Minimum and Maximum Amounts of Funding Available are subject to change as stated in the application kit. The minimum amount of funding for all programs is $20,000 per fiscal year. The maximum amount is $42,000 per fiscal year. Currently this grant funds partial salaries, $42,000, per fiscal year, for one (1) Victim Assistance Coordinator. Remaining Salaries and Fringes are paid from the District Attorney's Criminal DA-General fund Account #7-1100-412-00-080-002-0-XXX.

Revenue Account: 7-1281-334-10-080-011-X-000

Attachments

FUNDING ANNOUNCEMENT
RESOLUTION
STATEMENT OF SUB APP
APPLICATION
APPLICATION KIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/29/2017 09:54 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Ramiro Sendejo		Started On: 03/28/2017 04:23 PM
Final Approval Date: 04/13/2017		

——— Forwarded message ———
From: **Grants** <Grants@oag.texas.gov>
Date: Fri, Mar 10, 2017 at 8:03 AM
Subject: FY 2018–2019 Crime Victim Services Grants Applications Updates and Reminders
To: Grants <Grants@oag.texas.gov>

On-line registration is now open and Fiscal Years (FY) 2018-2019 Application Kits are available for the following grant programs:

- Other Victim Assistance Grant (OVAG)
- Victim Coordinator and Liaison Grant (VCLG)
- Sexual Assault Prevention and Crisis Services (SAPCS) -State grant

In order to apply for a grant, applicants are required to first register on-line. **"Registration is mandatory. Applicants who fail to complete the on-line registration by the deadline will not be considered for funding. "**

Go to https://www.texasattorneygeneral.gov/cvs/grants-and-contracts for information on registering on-line, to view Request for Applications, or to download Application Kits.

Remember these two important deadlines:

- **March 29, 2017** - On-line Registration closes at 5:00 p.m. Central Daylight Time
- **April 19, 2017** - Applications due at 5:00 p.m. Central Daylight Time. Specific submission instructions are in the Application Kit.

NOTE: Please be sure to review your application and attachments before submitting to ensure you are following the specific submission instructions as stated on page 4 of the Application Kit Instructions.

If you have any questions about the application process, email Grants@texasattorneygeneral.gov or call (512)936-1278.

Sincerely,
Grants Establishment
Contracts and Asset Management

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY—REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, APRIL 19, 2017. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

LEGAL NAME OF APPLICANT: Hidalgo County District Attorney's Office

UNIQUE APPLICATION NUMBER (if applicable): V0018-18-0089

Be it known as follows:

WHEREAS, the Hidalgo County District Attorney's Office, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General (OAG) for the following grant program (check one):

____ Other Victim Assistance Grant (OVAG)
_X_ Victim Coordinator and Liaison Grant (VCLG)
____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Grant

WHEREAS, the Hidalgo County Commissioners' Court, [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the Hidalgo County District Attorney's Office, [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Ramon Garcia

Position Title: County Judge

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, as well as the designation of the Authorized Official.

_____ Ramon Garcia
Signature Printed Name

04/18/2017
Date

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, APRIL 19, 2017, OR THE APPLICATION WILL NOT BE CONSIDERED.

INSTRUCTIONS: Select the grant program in Section 1 below and submit this signed required document with the Application.

LEGAL NAME OF APPLICANT: Hidalgo County District Attorney's Office

UNIQUE APPLICATION NUMBER: V0018-18-0089

1. THIS APPLICATION IS FOR (check one):
   - ____ Other Victim Assistance Grant (OVAG)
   - X Victim Coordinator and Liaison Grant (VCLG)
   - ____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Grant

2. TRUE AND CORRECT INFORMATION. The undersigned certifies that the information contained in this Application is true and correct to the best of his or her knowledge.

3. OAG CERTIFICATIONS AND ASSURANCES. The undersigned has read and understands the Certifications and Assurances contained in the Application Kit.

4. DEADLINES AND SUBMISSION OF APPLICATION. The undersigned understands that the deadline for submission is 5:00 p.m. CDT Wednesday, April 19, 2017 and that to meet the deadline, the Applicant must submit electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:
   - It is the Applicant's responsibility to submit the Application to the OAG in the specified manner and by the specified date and time
   - Applications submitted in other formats will not be accepted
   - The OAG accepts no responsibility for delays in electronic submission delivery
   - Late Applications will not be considered under any circumstance
   - Proof of sending a document by email or other means is not proof that the OAG received the information

5. JOB DESCRIPTIONS FOR EACH REQUESTED POSITION. The undersigned understands that the most recent job description for each position requested in the proposed budget must be submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. RESOLUTION OF GOVERNING BODY. The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

/County Judge
Authorized Official Signature/Title

Ramon Garcia
Authorized Official Printed Name

04/18/2017
Date

1. ORGANIZATION	
Unique Application Number (UAN)	
Legal Name of Applicant	
Name of Agency Contact	
Agency Contact's Telephone Number	

Purpose Areas (Check all that Apply)

☐ Direct Victim Services ☐ Outreach ☐ Training

☐ Check if applying for an OVAG Statewide Project

	Amount Requested	%of Personnel and Fringe Requested
FY 2018	$0.00	0%
FY 2019	$0.00	0%

2. MISSION STATEMENT

2.1 Provide the mission statement of your organization.

3. DESCRIPTION OF THE ORGANIZATION

3.1 Provide a detailed description of the history of your organization including the purpose for which it was created.

3.2 Provide a detailed description of how the organization has evolved to its current structure, this may include the scope of service, geographic areas covered, staff hierarchy, legal organization, etc.

4. VICTIM SERVICES EXPERIENCE	YEARS
4.1 How many years has the organization been providing victim-related services or assistance?	

5. VICTIM SERVICES WORK
5.1 Provide a description of the work the organization is doing on behalf of victims of crime.

5.2 How does this work fit into the organization's overall goals and objectives?

6. VOLUNTEERS	
6.1 Does the organization currently have a volunteer program, or plan to implement one this grant term?	
6.2 How many volunteers were active within the last year?	
6.3 Describe how the organization utilizes or plans to utilize volunteers to support the organization's mission, including any specific victim-related services.	

6.4 Describe training for volunteers including both training required prior to providing services and ongoing training conducted throughout the volunteer's service.
6.5 Describe how the organization recruits and retains volunteers or plans to do so.

7. COLLABORATIONS
7.1 Describe the benefits realized by victims of crime as a result of your organization's collaboration(s) with other organizations (if your organization collaborates) or through your organization alone (if your organization does not collaborate).
7.2 If your organization collaborates, provide a list of the organizations, including the organization type (law enforcement agency, advocacy center, hospital, task force, etc.) the applicant collaborates with to serve victims of crime for the purpose of supporting or assisting in victim recovery.

8. STATE AND FEDERAL FUNDS EXPERIENCE	**YEARS**
8.1 How many years of experience does the organization have in managing state or federal grant funds?	

9. OUTPUT TARGET CALCULATION				
OUTPUT CATEGORIES	Grant Funded Personnel listed in Section 10 of TAB C		Professional & Consultant listed in Section 11 of TAB C	
	OUTPUT TARGET		OUTPUT TARGET	
DIRECT VICTIM SERVICES				
VICTIMS SERVED	FY 2018	FY 2019	FY 2018	FY 2019
Number of Unique Victims Served				
DIRECT VICTIM SERVICES PROVIDED	FY 2018	FY 2019	FY 2018	FY 2019
Assistance with Crime Victims' Compensation				
Assistance with Texas SAVNS				
Information and Referral				
Assistance with Restitution				
Accompaniment to Hospitals, Law Enforcement Offices, Prosecutors' Offices and Courts				
Advocacy				
Assistance with Victim Impact Panels				
Assistance with Victim Impact Statements				
Crisis Intervention				
Emergency Funds				
Follow-up with Victim				
Groups (Support, Therapeutic)				
Individual Counseling				
Legal Assistance				
Lodging				
Peer Support Services				
Transportation				
Other Direct Victim Services				
EDUCATION				
OUTREACH	FY 2018	FY 2019	FY 2018	FY 2019
Total Number of Public Speeches				
Total Number of Participants				
Informational Booths				
Total Attendees at Informational Booths				
25% of Total Attendees (auto-calculates)	0	0	0	0
TRAINING	FY 2018	FY 2019	FY 2018	FY 2019
Total Number of all Training Sessions				
Faith-Based Individuals Trained				
Law Enforcement Individuals Trained				
Medical Individuals Trained				
Prosecution/Judicial Individuals Trained				
School Faculty Individuals Trained				
Volunteer Individuals Trained				
Other Individuals Trained				
Total Number of all Individuals Trained	0	0	0	0

9.1 If Targets were entered for "Other Direct Victim Services", identify the type of service and provide targets for each type of service in the box below.

10. PERSONNEL & FRINGE

	Title of Position	Scheduled to work	Scheduled on this grant	Direct Services on this grant	Admin. on this grant	Outreach and Training on this grant	Annual Salary	Total Salary Requested on this grant	% Salary Funded by this grant	Annual Fringe Benefits for the Position	Fringe Funds Requested on this grant	% Fringe Funded by this grant
FY 2018		**HOURS PER WEEK**						**SALARY**			**FRINGE**	
1			0				$ -	$ -	0.00%	$ -	$ -	0.00%
2			0				$ -	$ -	0.00%	$ -	$ -	0.00%
3			0				$ -	$ -	0.00%	$ -	$ -	0.00%
4			0				$ -	$ -	0.00%	$ -	$ -	0.00%
5			0				$ -	$ -	0.00%	$ -	$ -	0.00%
6			0				$ -	$ -	0.00%	$ -	$ -	0.00%
7			0				$ -	$ -	0.00%	$ -	$ -	0.00%
8			0				$ -	$ -	0.00%	$ -	$ -	0.00%
9			0				$ -	$ -	0.00%	$ -	$ -	0.00%
10			0				$ -	$ -	0.00%	$ -	$ -	0.00%
								$ -			$ -	
FY 2019		**HOURS PER WEEK**						**SALARY**			**FRINGE**	
1			0				$ -	$ -	0.00%	$ -	$ -	0.00%
2			0				$ -	$ -	0.00%	$ -	$ -	0.00%
3			0				$ -	$ -	0.00%	$ -	$ -	0.00%
4			0				$ -	$ -	0.00%	$ -	$ -	0.00%
5			0				$ -	$ -	0.00%	$ -	$ -	0.00%
6			0				$ -	$ -	0.00%	$ -	$ -	0.00%
7			0				$ -	$ -	0.00%	$ -	$ -	0.00%
8			0				$ -	$ -	0.00%	$ -	$ -	0.00%
9			0				$ -	$ -	0.00%	$ -	$ -	0.00%
10			0				$ -	$ -	0.00%	$ -	$ -	0.00%
								$ -			$ -	

10.1 FY 2018 POSITION NARRATIVE

Provide a summary justification for each position listed which details how the position will be used to support the project's goal.

1		
2		
3		
4		
5		
6		
7		

8		
9		
10		

10.2 FY 2019 POSITION NARRATIVE		
Provide a summary justification for each position listed which details how the position will be used to support the project's goal.		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

REQUESTS FOR EXCEPTIONS: If an Applicant is requesting an exception for one or both of the Personnel Requirements, the below questions must be answered for each exception requested.

10.3 REQUEST FOR EXCEPTION TO OVAG/VCLG REQUIREMENTS: 75% Personnel and Fringe Requirement

Indicate in the space provided below the reason and justification for why the Applicant is asking for the exception.

10.4 REQUEST FOR EXCEPTION TO OVAG/VCLG REQUIREMENTS: 20 Hours Direct Victim Service Requirement

Indicate in the space provided below the reason and justification for why the Applicant is asking for the exception.

11. PROFESSIONAL & CONSULTANT SERVICES

			FY 2018			FY 2019		
	Name of Professional/Company that Applicant will contract with to perform Professional & Consultant Services	Description of Professional & Consultant Services	No. of Days of Consultation	Daily Rate of Compensat-ion	Cost	No. of Days of Consultation	Daily Rate of Compensat-ion	Cost
1				$ -	$ -		$ -	$ -
2				$ -	$ -		$ -	$ -
3				$ -	$ -		$ -	$ -
4				$ -	$ -		$ -	$ -
5				$ -	$ -		$ -	$ -
6				$ -	$ -		$ -	$ -
					$ -			$ -

11.1 FY 2018 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE
Provide a summary justification for Professional & Consultant Services which details how the Services will be used to support the project's goal.

11.2 FY 2019 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE
Provide a summary justification for Professional & Consultant Services which details how the Services will be used to support the project's goal.

12. TRAVEL

			FY 2018			FY 2019		
Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type	Expense Type	Total Cost of Travel	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of Travel	% Requested by this OAG Grant	Cost Requested by this OAG Grant
OAG Conference								
OAG Conference		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -

Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -

Local Travel			FY 2018			FY 2019		
Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type.	Expense Type	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant
Local Travel (Mileage Only)		Mileage		$ -	$ -		$ -	$ -
					$ -			$ -

12.1 FY 2018 TRAVEL NARRATIVE

Provide a summary justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

12.2 FY 2019 TRAVEL NARRATIVE

Provide a summary justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

13. EQUIPMENT

Item	FY 2018			FY 2019		
	Total Cost of Equipment	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of Equipment	% Requested by this OAG Grant	Cost Requested by this OAG Grant
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

13.1 FY 2018 EQUIPMENT NARRATIVE

Provide a summary justification for Equipment which relates to the project's goal. This should include the grant funded position(s) which will be using the equipment and why the equipment is needed.

13.2 FY 2019 EQUIPMENT NARRATIVE

Provide a summary justification for Equipment which relates to the project's goal. This should include the grant funded position(s) which will be using the equipment and why the equipment is needed.

14. SUPPLIES

Item	FY 2018			FY 2019		
	Total Cost of Supplies	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of Supplies	% Requested by this OAG Grant	Cost Requested by this OAG Grant
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

14.1 FY 2018 SUPPLIES NARRATIVE

Provide a summary justification for Supplies which relates to the project's goal. This should include what the Supplies will be used for and which grant funded position(s) will be using the Supplies.

14.2 FY 2019 SUPPLIES NARRATIVE
Provide a summary justification for Supplies which relates to the project's goal. This should include what the Supplies will be used for and which grant funded position(s) will be using the Supplies.

15. OTHER DIRECT OPERATING EXPENSES (ODOE)

	FY 2018			FY 2019		
Item	Total Cost of ODOE	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of ODOE	% Requested by this OAG Grant	Cost Requested by this OAG Grant
OAG Conference Registration	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

15.1 FY 2018 OTHER DIRECT OPERATING EXPENSES NARRATIVE
Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

15.2 FY 2019 OTHER DIRECT OPERATING EXPENSES NARRATIVE
Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

16. PROJECT SUMMARY

16.1 Complete the following statement, which may be used by the OAG to summarize or describe the project. "This project funds [number of staff] to serve victims by providing [types of] services in [geographic locations]."

17. TARGET POPULATION

SPECIFIC VICTIMIZATIONS	
Assault	
Child Abuse	
DUI/DWI	
Family Violence	
Hate/Bias Crimes	
Human Trafficking	
Physical Abuse and/or Neglect	
Robbery	
Sexual Assault	
Survivors of Homicide Victims	
Other Victims of Crime	

SPECIFIC POPULATIONS	
African-American	
Asian	
Elderly (65 and up)	
Gay/Lesbian/Bisexual/Transgender	
Hispanic	
Persons with Disabilities	
Rural	
Spanish-speaking	
Other	

18. PROBLEM STATEMENT

18.1 Provide a brief description of the specific victim-related issue(s) this project is designed to address as it relates to the specific victimization types reported in 17. Target Population of Tab D - Project Summary.

19. SUPPORTING DATA

19.1 Provide data that supports the victim-related issue(s) and/or specific victimization types this project is designed to address. Cite research and/or data that is geographically relevant and specific to your service area.

20. PROJECT GOAL

20.1 Provide a project goal, which relates to your Problem Statement, that shows what the project plans to achieve over the next two years with these grant funds. The goal should be a "**SMART**" goal: **S**pecific, **M**easurable, **A**chieveable, **R**ealistic and **T**imely.

21. OUTPUT ASSESSMENT AND EVALUATION

21.1 Describe the systems, including tools and/or processes, written policies and procedures, databases, tracking forms or quality control testing, which will be used to track and verify the project's outputs.

21.2 OUTPUTS SUMMARY	PROJECTED TARGET	
DIRECT VICTIM SERVICES	**FY 2018**	**FY 2019**
Number of Unique Victims Served	0	0
Assistance with Crime Victims' Compensation	0	0
Assistance with Texas SAVNS	0	0
Information and Referral	0	0
Assistance with Restitution	0	0
Accompaniment to Hospitals, Law Enforcement Offices, Prosecutors' Offices and Courts	0	0
Advocacy	0	0
Assistance with Victim Impact Panels	0	0
Assistance with Victim Impact Statements	0	0
Crisis Intervention	0	0
Emergency Funds	0	0
Follow-up with Victim	0	0
Groups (Support, Therapeutic)	0	0
Individual Counseling	0	0
Legal Assistance	0	0
Lodging	0	0
Peer Support Services	0	0
Transportation	0	0
Other Direct Victim Services	0	0
OUTREACH	**FY 2018**	**FY 2019**
Total Number of Public Speeches	0	0
Total Number of Participants	0	0
Informational Booths	0	0
Total Attendees at Informational Booths	0	0
25% of Total Attendees (auto-calculates)	0	0
TRAINING	**FY 2018**	**FY 2019**
Total Number of all Training Sessions	0	0
Faith-Based Individuals Trained	0	0
Law Enforcement Individuals Trained	0	0
Medical Individuals Trained	0	0
Prosecution/Judicial Individuals Trained	0	0
School Faculty Individuals Trained	0	0
Volunteer Individuals Trained	0	0
Other Individuals Trained	0	0
Total Individuals Trained	0	0

22. OUTCOMES

22.1 Outcome Statements (Auto-Fills based on Purpose Area Selection on Tab A)

22.2 Describe the systems, including tools and/or processes, written policies and procedures, databases, tracking forms or quality control testing, which will be used to track and verify the project's outcomes listed in Section 22.1.

23. DETAILED IMPLEMENTATION PLAN

23.1 Describe this project's specific activities, which will be done over the next two years.

23.1 Continued:

23.1 Continued:

23.2 Describe how these activities will help to reach the project's goal.

24. COMMUNITY RESOURCES	Yes/No
24.1 Is collaboration with one or more outside organizations required to achieve specific project activities in the detailed implementation plan?	
24.2 Do these collaborations currently exist?	
24.3 Describe why these agreements are required.	

25. SUSTAINABILITY PLAN
25.1 Briefly describe what would happen to the proposed grant project in the event that the OAG grant funds are no longer available.

26. FINANCIAL
26.1 FINANCIAL SYSTEMS
26.2 Describe the financial systems, internal controls, written policies and procedures, accounting software, databases, tracking forms or quality control testing, which will be used to track and verify the project's financial activities.

26.3 BUDGET NARRATIVE
26.4 Provide a justification, which relate to the project's goal, for each requested budget category summarized in 27. Budget on Tab D - Project Summary.

27. BUDGET SUMMARY					
PERSONNEL					
Description	% of Positions	Hrs./Week	FY 2018 Requested	FY 2019 Requested	Total Project Cost
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
Total FTEs	0.00				
		Personnel Total	**$**	**$**	**$**
FRINGE					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Fringe Total	**$**	**$**	**$**
PROFESSIONAL & CONSULTANT					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Professional & Consultant Total	**$**	**$**	**$**
TRAVEL					
OAG Conference			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
Local Travel (Mileage Only)			$	$	$
		Travel Total	**$**	**$**	**$**
EQUIPMENT					
			$	$	$
			$	$	$
			$	$	$
		Equipment Total	**$**	**$**	**$**
SUPPLIES					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Supplies Total	**$**	**$**	**$**
OTHER DIRECT OPERATING EXPENSES					
OAG Conference Registration			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Other Direct Operating Expenses Total	**$**	**$**	**$**
TOTAL BUDGET			**$**	**$**	**$**

OFFICE OF THE ATTORNEY GENERAL
CRIME VICTIM SERVICES DIVISION

Other Victim Assistance Grants (OVAG)
Victim Coordinator and Liaison Grants (VCLG)

FY 2018-2019 Grant Application Kit

REGISTRATION DEADLINE:
5:00 p.m. CDT Wednesday, March 29, 2017

APPLICATION DEADLINE:
5:00 p.m. CDT Wednesday, April 19, 2017

This Kit contains the following:

I. General Instructions

II. Definitions (Output Definitions and General Definitions)

III. Specific Instructions for Tabs in Excel Workbook

IV. Certifications and Assurances

V. Required Documents

NOTE: Be sure to download the Excel workbook, which is also part of the Application Kit. The Excel workbook is a separate electronic file. See additional instructions in this Kit.

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I. General Instructions

Other Victim Assistance Grant (OVAG) Program
Victim Coordinator and Liaison Grant (VCLG) Program

How to Obtain an Application Kit
The Office of the Attorney General (OAG) has posted the Application Kit on the OAG's agency website at https://www.texasattorneygeneral.gov/cvs/grants-and-contracts. Updates and other helpful reminders about the Application process will also be posted at this location. Potential Applicants are encouraged to refer to this site regularly.

This Application Kit provides the information and forms necessary to prepare an Application for funding through the OAG Crime Victim Services Division (CVSD) for the OVAG and the VCLG Programs.

- An Applicant must register on-line their intent to apply for each grant opportunity.
- A separate Application must be submitted for each grant opportunity.
- An Applicant may submit an Application for either one OVAG or one VCLG, but not both.
- Applicants seeking funding for a VCLG purpose area are limited to registering and applying for VCLG funding only.
- If eligible, an OVAG Applicant may also apply for one Sexual Assault Prevention and Crisis Services (SAPCS)-State (in a separate Application kit). Note: the SAPCS-State Application has the same deadline as OVAG.

Applicant Registration (Open March 10, 2017 to March 29, 2017)
All Applicants are required to complete the on-line Applicant Registration in order to apply for FY 2018-2019 grants. To register go to: https://www.texasattorneygeneral.gov/cvs/grants-and-contracts.

- **The deadline to register is 5:00 p.m. CDT Wednesday, March 29, 2017.**
- After registering, Applicants will receive a Unique Application Number (UAN).
- The UAN will be used by the OAG to track the receipt of Applications and related documents from registered Applicants.
- OVAG Applicants only: After completing the registration for an OVAG grant, if eligible, the Applicant will be able to also submit a registration for a SAPCS-State funding opportunity. The Applicant will receive a separate UAN for each funding opportunity for which the Applicant registers.

The UAN assigned must be included on all documents submitted to the OAG.

On-line Registration is required. If registration is not completed by 5:00 pm CDT Wednesday, March 29, 2017 then an Application will not be accepted and is not eligible for funding.

Application Submission – Deadline is 5:00 p.m. CDT Wednesday, April 19, 2017
Please Note: Hard copy Applications will not be accepted. Only email submissions in the manner described will be reviewed.

The Application consists of an Excel workbook, "Statements Supporting Submission of the Application to the Office of the Attorney General," "Resolution of Governing Body," Job Descriptions for the personnel requested in the budget, and Support Document(s), if applicable.

The Applicant must submit an OVAG or VCLG Application to be received by the OAG no later than 5:00 p.m. CDT on Wednesday, April 19, 2017 to be considered for funding.

To meet the deadline, the Application must be submitted via email ONLY (no hard copies) as follows:

- ***All applicants*** must submit one (1) Application including the following:
    - One (1) MS Excel Workbook saved in Excel version 97 or newer will be accepted. A Portable Document Format (PDF) of the Excel workbook is **not** sufficient.
    - The following documents scanned into one* PDF :
        - "Statements Supporting Submission of the Application to the Office of the Attorney General" containing signatures.
        - "Resolution of Governing Body" containing signatures. (Please note that the Authorized Official must be designated by signature of the governing body. If the Authorized Official is also a member of the governing body, they must be designated by another member's signature. The Authorized Official cannot sign the Resolution designating the Authorized Official.)
        - Job Description(s) for each position requested on the proposed budget in PDF.
        - Support Document(s) (See definition on page 19), if required by the Applicant to achieve the goals of the proposed project as described in the Application.

* If the Applicant does not have the capability to scan the documents (excluding the Excel Workbook) into one PDF, the OAG will accept these document as separate PDFs. No Microsoft Word or other format documents are acceptable.

- The Application (Excel Workbook and required PDF documents) must be sent to the following email address: **grants@oag.texas.gov**
- One auto-reply message, per entity will be generated by the OAG for email received at this address. If the Applicant does not receive an auto-reply message, they are strongly encouraged to contact the OAG immediately at (512) 936-1278 to ensure Application receipt.

The OAG accepts no responsibility for delays in submission, electronic or otherwise. Applicants are strongly advised to allow for and anticipate any such delays by submitting the Application as early as possible.

For security purposes, the OAG cannot accept Applications submitted in other formats, including walk-in, hand delivery, same day courier service or any other hard copy method of delivery.

Proof of submitting a document by email is not proof that the OAG received the information. If the Applicant does not receive an auto-reply message, they are strongly encouraged to contact the OAG immediately at (512) 936-1278 to ensure Application receipt.

Please contact the OAG at (512) 936-1278 if there are any questions about the method of delivery. The OAG will not consider or fund an Application if it is not filed by the due date, in the manner required.

Required Software and Capabilities

Microsoft Excel 97 or newer version is required to complete the Application and apply for a grant. Please note that not all versions of Microsoft Excel are the same. If an error message is received, save as *.xls*, instead of *.xlsx*. *Adobe Reader* is required to access the Application Instructions. *Adobe Reader* can be downloaded for free at www.adobe.com. In order to submit the required documents, Applicants will need to have the capability to scan documents.

Availability of Funds

The source of funding is through a biennial appropriation by the Texas Legislature. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.

Grant Contract Period - Up to Two Years

The term of this grant contract is up to two years from September 1, 2017 through August 31, 2019, subject to and contingent on funding and approval by the OAG. If the grant contract period extends for more than one state fiscal year, the grantee will be required to submit additional documentation relating to the second fiscal year of the grant contract period, including an updated budget. The OAG may base its decision for the second fiscal year funding amounts on the grantee's first year performance, including but not limited to: the timeliness and thoroughness of reporting, effective and efficient use of grant funds and the success of the project in meeting its goals.

Eligible Applicants

OVAG

The following entities are eligible to apply under the OVAG Program:

- Local units of government;
- Non-profit agencies with 26 U.S.C. § 501(c)(3) status; or
- State agencies, including universities.

Non-profit Applicants with 26 U.S.C. § 501(c)(3) status must be in good standing with the Comptroller of Public Accounts and "in existence" with the Secretary of State.

VCLG

The following entities are eligible to apply under the VCLG Program:

- A local criminal prosecutor, defined as a district attorney, a criminal district attorney, a county attorney with felony responsibility, or a county attorney who prosecutes criminal cases, may apply for a grant to fund a victim assistance coordinator (VAC) position, or part of a position, for a victim assistance coordinator, as defined in Article 56.04 (a) and (b) of the Texas Code of Criminal Procedure.
- A local law enforcement agency, defined as the police department of a municipality or the sheriff's department of any county, may apply for a grant to fund a crime victim liaison (CVL) position or part of a position, for a crime victim liaison, as defined in Article 56.04 (c) and (d) of the Texas Code of Criminal Procedure.

Eligible Budget Categories

- Personnel
- Fringe Benefits
- Professional & Consultant Services
- Travel
- Equipment
- Supplies
- Other Direct Operating Expenses

Ineligible Costs

Ineligible costs include, but are not limited to:

- Payment for overtime, out-of-state travel, dues, or lobbying
- Purchasing food and beverages except as allowed under Texas State Travel Guidelines
- Purchasing or leasing vehicles
- Purchasing promotional items or recreational activities
- Paying for travel that is unrelated to the direct delivery of services that supports the OAG funded program
- Paying consultants or vendors who participate directly in writing a grant application
- Paying any portion of the salary or any other compensation for an elected government official
- Payment of bad debt, fines or penalties
- Purchasing any other products or services the OAG identifies as inappropriate or unallowable
- Payments for sexual assault medical forensic examinations
- Payments for medical care
- Payments for costs that have been reimbursed by the Crime Victims' Compensation Program
- Any unallowable costs set forth in state or federal cost principles

Ineligible Activities (not reimbursable)

Ineligible activities include, but are not limited to:

- Research centered activities (does not include evaluation conducted for program improvement)
- Prosecution centered activities for offender related activities, such as witness coordination, expert witness fees, or prosecutor salaries
- Law enforcement centered activities, such as investigators or patrol officers
- Probation activities that assist an offender
- Offender-related activities, such as mediation or alcohol/drug abuse counseling
- Crime prevention activities, such as, Crime Stoppers, Dare, Neighborhood Watch. Awareness activities such as Take Back the Night, Watch your Drink campaigns are allowable.
- Public Awareness Campaigns- defined as a planned series of media/materials buys that are general in nature and intended to achieve a particular aim (e.g. My Strength Campaign, Speak Up Speak Out Campaign, No More Campaign, etc.) See Education in the definition section for allowed awareness activities.
- Activities performed by Sexual Assault Nurse Examiners (SANEs), or other medical professionals, related to conducting sexual assault medical forensic examinations, including fees or salaries. This does not include professional fees for SANEs or medical professionals who provide victim services training for an organization.

Funding Levels

For each fiscal year of the two-year grant term, the following are the minimum and maximum amounts the OAG will reimburse toward each project funded by this grant. Applications requesting an amount below the minimum or above the maximum may not be considered. If the Application is awarded, the budget may be adjusted by the OAG to fit within the minimum and maximum amounts.

	Minimum Amount		Maximum Amount	
Type of Project	**Fiscal Year 2018**	**Fiscal Year 2019**	**Fiscal Year 2018**	**Fiscal Year 2019**
OVAG Project	$20,000	$20,000	$42,000	$42,000
OVAG Statewide Project	$20,000	$20,000	$175,000	$175,000
VCLG Project	$20,000	$20,000	$42,000	$42,000

Match Requirements

There are no match requirements for the OVAG or VCLG projects.

Volunteer Requirements

- The OVAG Program has a volunteer requirement for non-profit Applicants. Governmental Applicants are encouraged, but not required, to use volunteers in some capacity to support the mission of the organization.
- The VCLG Program does **not** have a volunteer requirement.

Assistance with Restitution Requirements

Prosecutor-based victim assistance programs applying for VCLG or OVAG funds will be required to provide the following services in FY 2018-2019:

- Assistance in making restitution requests; and
- Collaboration with the OAG to ensure restitution is ordered in the appropriate amount to be paid back to the Compensation to Victims of Crime Fund after compensation has been paid to or on behalf of the victim as required by Article 42.037 (a) of the Texas Code of Criminal Procedure.
- Prosecutors will be required to report on assistance in making restitution requests in the OAG performance report.

State and Federal Requirements

All Applicants should review and be familiar with the OAG administrative rules governing the OVAG and VCLG Programs. These rules are published in "1 Texas Administrative Code, Chapter 60," found at:
http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=3&ch=60

In addition to the OAG's administrative rules, Applicants should be familiar with the Uniform Grant Management Standards (UGMS) and relevant Code of Federal Regulations (CFR) that relate to state, and if applicable, federal grant funding.

- https://www.comptroller.texas.gov/purchasing/docs/ugms.pdf
  (Please note: The Texas Comptroller's office is currently working on revising UGMS. The release of the revised version may occur before or after this application kit has been released.)
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 can be found at: http://www.ecfr.gov

Contact Information

Assistance with technical questions about the Application Kit is available via:

- Email: grants@oag.texas.gov
- Phone: (512) 936-1278

Email is the preferred method for submitting questions. Each person submitting a question should include their name, the name of the organization, an email address, a phone number and if applicable, the Unique Application Number. Please note that OAG staff cannot assist with writing Applications.

OVAG Program Requirements

The purpose of the OVAG Program is to provide funds, using a competitive allocation method, to programs that address the unmet needs of victims by maintaining or increasing their access to quality services.

OVAG Purpose Areas: Grant contracts awarded under this Application Kit may be used for victim related services or assistance for the following purposes:

- Providing direct victim services including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, legal assistance, victim advocacy, emergency housing assistance, and information and referral;
- Providing outreach or training to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- Connecting crime victims to services for the purpose of supporting or assisting in their recovery;
- Training professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims; or
- Other support for victim related services or assistance as determined by the OAG.

OVAG Staffing Requirements: The funding priority for the OVAG Program is to support positions that provide victim related services or assistance and in particular to provide direct victim services.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories. This requirement applies to all Applicants. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab C, Budget Calculation.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe budget categories will be given additional consideration in scoring.
- An Applicant is limited to no more than ten positions.
- Position titles listed on the budget must match exactly to the job description.
- Each position listed on the budget can only be associated with one employee. If job sharing, list each position on the budget separately as many times as necessary regardless of time allocated to grant. (i.e. Advocate if shared between three personnel each position must be listed on three separate lines under the Personnel budget category and three separate job descriptions must be submitted, one for each position).
- Job descriptions are required and must be submitted for all positions requesting funding. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on activities funded by the OVAG grant.

OVAG Direct Victim Services Staff: Unless otherwise indicated in this Application Kit, all Applicants must provide one grant funded person working at least twenty hours per week or two grant funded persons working at least ten hours each per week providing direct victim services. All Applicants must provide "Assistance with Crime Victims' Compensation," "Assistance with Texas SAVNS," and "Information and Referral". Direct Victim Services are defined in the Definitions section of this Application Kit.

At least one grant funded person providing direct victim services will be required to complete OAG training on Crime Victims' Compensation, Presumptive Eligibility, and Address Confidentiality within the first year of the grant execution date. One grant funded person providing direct victim services must always be current on the OAG training requirement. If for example, the grant funded person providing direct victim services that initially completed the

training is no longer employed by the agency, another grant funded person providing direct victim services must complete the training. The training requirement may be completed either by attending an OAG conference or training in person (offered by Regional Coordinators or in Austin at the State Office), or via an online course offered by the OAG. This requirement will be in effect for the entire two year grant cycle.

The direct victim services staff requirements applies to all Applicants, including those that rely upon volunteers or contracted staff to deliver direct victim services. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab C, Budget Calculation.

OVAG Administrative Services: Funds for administrative personnel may be requested with the following restrictions (see definitions page for definition of Administrative Services).

- The Applicant may not include more than three personnel providing administrative services.
- The OAG will consider any position that has hours listed on the budget in the Administrative Column on Tab C-Budget Calculation as one of the three allowed administrative personnel.
- The combined total number of hours for all administrative services cannot exceed fifteen hours per week.

OVAG Non-Profit Volunteer Requirement: All non-profit (non-governmental) OVAG Applicants are required to use volunteers in some way to support the mission of their organization. If the organization does not currently utilize volunteers, a plan must be provided explaining how a volunteer program will be developed and implemented during the grant term.

If the Applicant currently uses volunteers, they must identify the role of a volunteer within the organization and describe program components related to recruitment, retention and training of volunteers.

OVAG Statewide Project: A statewide project is one that actively offers or provides victim related services or assistance in six or more Council of Government (COG) regions. *Note: Public Awareness Campaigns are not eligible in this kit.*

VCLG Program Requirements

The purpose of the VCLG program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies.

In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically the duties associated with ensuring crime victims' rights described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services.

VCLG Staffing Requirements: An Applicant for the VCLG Program must request funding for a position that will perform the duties of a VAC or a CVL.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Budget categories.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe Benefits budget categories will be given additional consideration in scoring.
- The Applicant must, at minimum, provide one VAC or CVL position working twenty hours per week or two positions working at least ten hours each per week in the Applicant's budget.
- An Applicant is limited to no more than ten positions.
- Positions titles listed on the budget must match exactly to the job description.
- Each position listed on the budget can only be associated with one employee. If job sharing, list each position on the budget separately as many times as necessary regardless of time allocated to grant.(i.e. Victim Liaison if shared between three personnel each position must be listed on three separate lines under the Personnel budget category and three separate job descriptions must be submitted, one for each position).
- Job descriptions are required and must be submitted for all positions requesting funding. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on activities funded by the VCLG grant.

VCLG Direct Victim Services Staff: Unless otherwise indicated in this Application Kit, all Applicants must provide one grant funded person working at least twenty hours per week or two grant funded persons working at least ten hours each per week providing direct victim services. All Applicants must provide "Assistance with Crime Victims' Compensation," "Assistance with Texas SAVNS," and "Information and Referral". Prosecutor based Applicants must also provide "Assistance with Restitution". Direct Victim Services are defined in the Definitions section of this Application Kit.

At least one grant funded person providing direct victim services will be required to complete OAG training on Crime Victims' Compensation, Presumptive Eligibility, and Address Confidentiality within the first year of the grant execution date. One grant funded person providing direct victim services must always be current on the OAG training requirement. If for example, the grant funded person providing direct victim services that initially completed the training is no longer employed by the agency, another grant funded person providing direct victim services must complete the training. The training requirement may be completed either by attending an OAG conference or training in person (offered by Regional Coordinators or in Austin at the State Office), or via an online course offered by the OAG. This requirement will be in effect for the entire two year grant cycle.

The direct victim services staff requirements applies to all Applicants, including those that rely upon volunteers or contracted staff to deliver direct victim services. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab C, Budget Calculation.

VCLG Administrative Services: Funds for administrative personnel may be requested with the following restrictions (see definitions page for definition of Administrative Services).

- The Applicant may not include more than three personnel providing administrative services.
- The OAG will consider any position that has hours listed on the budget in the Administrative Column on Tab C-Budget Calculation as one of the three allowed administrative personnel.
- The combined total number of hours for all administrative services cannot exceed fifteen hours per week.

Review Process

The OAG will review each complete Application filed by the deadline by an eligible Applicant.

- At any time during the review process, an OAG staff member may contact the Applicant for additional information.
- All areas of the budget are subject to review and approval by the OAG. Decisions related to the budget are based on both eligibility and reasonableness.

Scoring

The Application will be scored on information provided by the Applicant including, but not limited to:

- Organization Summary (20% of overall score)
- Project Summary and Description of Need (20% of overall score)
- Assessment and Evaluation (5% of overall score)
- What Will Be Done (30% of overall score)
- Financial Questions (20% of overall score)
- Comprehensive Scoring Criteria (5% of overall score)

Grant Decisions

During the grant review and award process, the OAG may take into consideration other factors including whether the Applicant has demonstrated acceptable past performance as a grantee in areas related to programmatic and financial stewardship of grant funds.

The OAG may choose to award a grant contract from a different OAG funding source than that for which the Applicant applied.

The OAG is not obligated to award a grant at the total amount requested and/or within the budget categories requested. The OAG reserves the right to make awards at amounts above and/or below the stated funding levels.

All grant decisions including, but not limited to, eligibility, evaluation and review, and funding rest completely within the discretionary authority of the OAG. The decisions made by the OAG are final and are not subject to appeal.

Funding Priority
The OAG reserves the right to consider all other appropriations or funding an Applicant currently receives when making funding decisions. The OAG may give priority to Applicants that do not receive other sources of funding, including funding that originates from the OAG.

The OAG reserves the right to give priority to currently funded organizations and projects that provide direct victim services with grant funds, or that provide information and education about victim rights in their community.

Grant Award Notification
The Applicant shall be notified in writing of the OAG's decision regarding a grant award.

The OAG may utilize a grant contract document and/or a notice of grant document once a decision is made to award a grant. The Applicant will be given a deadline to accept the grant award and to return the appropriate document to the OAG within the time prescribed by the OAG. An Applicant's failure to return the signed document, via DocuSign, to the OAG within the prescribed time period will be construed as a rejection of the grant award, and the OAG may de-obligate funds.

Special Conditions
The OAG may assign special conditions at the time of the award. Until satisfied, these special conditions may affect the Applicant's ability to receive funds. If special conditions are not resolved, the OAG may de-obligate funds up to the entire amount of the grant award.

Reporting Requirements
If an Application is funded, grantees will be required to report to the OAG quarterly, in the manner and schedule as determined by the OAG. Quarterly statistical reports are due no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Reporting on grant project activities such as outputs and outcomes via quarterly Performance Reports will be required. If reports are not submitted by the established dates, this may affect the Applicant's ability to receive reimbursement.

Method of Payment
OAG grants are paid on a cost-reimbursement basis.

II. DEFINITIONS

OUTPUT DEFINITIONS

Accompaniment – to hospitals, law enforcement offices, prosecutors' offices and courts – in-person support, assistance and provision of information about crime victims' rights during the survivors' interaction with medical or criminal justice professionals at hospitals, law enforcement offices, prosecutors' offices and courts. To qualify as an Accompaniment to a Hospital, a minimum of 45 minutes must be spent with the survivor.

Advocacy – in-person or via telecommunication assistance provided on behalf of a victim to third parties (e.g., schools, employers, law enforcement agencies, housing authorities, health care professionals, prosecutors; offices, CVC).

Assistance with Crime Victims' Compensation – assistance provided to a victim or claimant, as defined by Texas Code of Criminal Procedure Art 56.32 (a) (2) and 56.32 (a) (11), that may include explaining Crime Victims' Compensation (CVC) forms, processes, or completing the appropriate forms. Providing general information on CVC should be counted under "Information and Referral."

Assistance with Texas Statewide Automated Victim Notification Service (SAVNS) – assistance provided to a victim explaining Texas SAVNS and/or registering or accessing information. Providing general information on Texas SAVNS should be counted under "Information and Referral."

Assistance with Restitution – at a minimum, those duties required under Texas Code of Criminal Procedure, Articles 56.02, 56.04, and 56.08, which include notice of right to restitution and a written notification of the general restitution process within 10 days after the date that an indictment or information is returned against a defendant. Assistance with Restitution may also include assisting victims with calculating losses; gathering documentation/receipts; reviewing victim impact statements for potential restitution requests; contacting CVC to determine if funds have been expended on victim's behalf; and providing restitution information and CVC reimbursement requests for the prosecution.

Assistance with Victim Impact Panels – assistance provided to a victim to prepare a victim to present on a Victim Impact Panel.

Assistance with Victim Impact Statements – assistance provided to a victim explaining the Victim Impact Statement identified in Art. 56.03 Code of Criminal Procedure and/or completing the appropriate forms. Providing general information on Victim Impact Statements should be counted under "Information and Referral".

Crisis Intervention – in person or via telecommunication assistance provided to a victim to reduce stress and provide immediate, short-term support to reduce the impact of the crime.

Direct Victim Services – include but are not limited to providing the following activities:

- Accompaniment (to Hospitals, Law Enforcement Offices, Prosecutors' Offices and Courts)
- Advocacy
- Assistance with Crime Victims' Compensation
- Assistance with Restitution
- Assistance with Texas SAVNS
- Assistance with Victim Impact Panels
- Assistance with Victim Impact Statements
- Crisis Intervention
- Emergency Funds
- Follow up with Victim
- Groups (Support, Therapeutic)
- Information and Referral
- Individual Counseling
- Peer Support Services
- Legal Assistance
- Lodging
- Transportation
- Other Direct Victim Services

Education – For purposes of this grant includes the following:

- Outreach – includes but is not limited to public speeches, information booths, media interviews, public service announcements, newsletters, articles, editorials, and website visits conducted for the purpose of generally informing the public about crime related topics and available victim services.
- Training – includes general training sessions, video conference training sessions, and computer based training sessions conducted to train on a certain topic. Training is designed to increase knowledge on crime related topics, impact the skills of individuals interacting with victims, including victim service training, or to improve the overall response to victimization. Training may be provided internally to volunteers and staff, or externally to the public. Note: Victim related activities historically identified as Structured Education should be included under this category.

Emergency Funds – funds that the Applicant will provide directly to victims for items needed immediately following a crime and that would not otherwise be paid for by the Crime Victims' Compensation Program.

Follow-up with Victim – in person, telephone or written communication, initiated by the advocate that occurs as a follow-up to an initial meeting with the victim—to provide or offer services such as emotional support, empathetic listening and checking on progress.

Individual Counseling – provided to a victim by a licensed professional and uses one-on-one psychological and/or therapeutic methods of treatment for a minimum of 45 minutes.

Information Booth – Events where organizations staff booths to provide information to the general public about different topics. This may include but is not limited to community fairs, conferences, or other public gatherings.

Information and Referral – all forms of contact with victims in which services and available support (provided by the Applicant or the community) are identified and/or offered. This service may be provided in addition to or along with other Direct Victim Services such as Advocacy, Peer Support Services, Assistance with Crime Victims' Compensation, etc.

Legal Assistance – assistance provided to a victim with criminal or civil legal issues, including, but not limited to, completing and/or filing of temporary restraining orders, injunctions, other protective orders, elder abuse or child abuse petitions. The available scope of legal services may be for the following service areas: Legal services to assist victims of human trafficking; legal services to assist victims of crime to obtain temporary or permanent protective orders; spousal/child support, divorce and relocation, legal services to assist victims of crime with immigration proceedings; and legal services relating to victims of crime obtaining Crime Victims' Compensation benefits. Any other scope of legal services must have the prior written approval of the OAG. Legal assistance does not include activities solely for the prosecution of an offender, such as witness coordination; expert witness fees; or prosecutor salaries.

Lodging – arranging and/or providing lodging for a victim, to include but not limited to emergency housing assistance. For example, the number of victims who received lodging as arranged by grant funded staff.

Peer Support Services – one-on-one peer support provided by trained staff and/or volunteers to increase client functionality and facilitate empowerment in meeting his/her physical, medical, legal, and or psychological needs.

Support Groups – groups for victims led by trained staff, volunteers or peer facilitators covering educational material or issues brought up by the group.

Therapeutic Groups – groups facilitated by a licensed professional and includes therapeutic/counseling and/or psycho-educational content for victims.

Transportation – arranging and/or providing transportation for a victim for planned activities to one or more destinations in a single trip, or to an unplanned or crisis situation to or from locations such as medical facilities, shelters, or police stations.

Unique Victims Served – a victim of crime that receives any direct victim service from staff funded on this grant counted only once per fiscal year.

GENERAL DEFINITIONS

Administrative Services – functions that provide support or oversight to grant activities that are not:

- Direct Victim Services;
- Education
    - Outreach
    - Training

(See Definitions of Direct Victim Services and Education (Outreach and Training).

Advertising Costs – the cost of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals and the like. Most advertising is unallowable for grant purposes and are only allowable if related to and necessary for performance of the grant, i.e. recruitment of personnel, procurement of goods and services, disposal of surplus materials, other specific purposes necessary to meet the requirements of the grant project, or the availability of services.

Alternate Designee – The person designated by the Authorized Official to sign invoices for the agency (i.e., Authorized Official, Executive Director, Financial Director, Auditor, Treasurer, etc.).

Authorized Official – Each grantee must designate an Authorized Official. The authorized official may not be the same person as the grant contact. The authorized official is the person authorized to apply for, accept, decline, or cancel the grant for the grantee. This person signs all grant contracts and financial forms as well as any other official documents related to the grant. This person may be, for example, the executive director of the entity, a county judge, or the designee authorized by the governing body in a resolution.

Contract Staff – individuals that are not employed by the organization but are hired contractors of the organization to carry out specific work for the grant.

Crime Victim Liaison – each local law enforcement agency shall designate one person to serve as the agency's crime victim liaison and perform the duties described in Article 56.04 (c) and (d) of the Texas Code of Criminal Procedure.

Equipment – an article of non-expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or $5,000.

Employee – a person under the direction and supervision of the organization, who is on the payroll of the organization and for whom the organization is required to pay applicable income withholding taxes.

Fiscal Year – Texas state fiscal year, beginning on September 1st and ending on August 31st.

Fringe Benefits – compensation or other benefits provided by the employer to the employee at no charge that is above and beyond salary or wages. Examples include health plans, life insurance, leave, pensions, unemployment benefit plans, and employer's portion of payroll tax.

Grant Contact – each grantee must designate a Grant Contact. The grant contact may not be the same person as the Authorized Official. The grant contact must be an employee of the grantee who is responsible for operating and monitoring the project and who is able to readily answer questions about the project's day-to-day activities. All grant related information will be sent to the grant contact.

Mileage – per mile cost when traveling by car may be reimbursed according to the Texas State Travel Guidelines, unless a grantee's travel policy provides a lesser reimbursement.

Other Direct Operating Expenses – costs not included in other budget categories and which are directly related to the day-to-day operation of the grant program. Other direct operating expenses include, but are not limited to, conference registration, rent, utilities, janitorial supplies, liability insurance, and communication.

Outcome – specific changes in knowledge, attitudes, skills, behavioral intentions, behaviors, or other that are expected as a result of program activities. Example: 80% of unique victims served (output) this year showed an "Increase in knowledge of crime victims' rights" (outcome).

Output – products of program activities, including services delivered by a program. Examples include:

- The number of unique victims served (outputs) last month. Example: 25 is the number of unique victims served (output) last month.
- The number of instances a service was provided. Example: 100 counseling sessions were provided (output) last month.

Output Target – estimate of the number of program activities, including services the organization plans to deliver in a given time period. Examples include:

- The organization plans to serve 30 unique victims in FY 2018.
- The organization plans to provide 25 accompaniments in FY 2018.

Per Diem – (NEW) actual meal expense incurred on an overnight stay in which the grantee travels outside of their designated headquarters may be reimbursed according to the Texas State Travel Guidelines, unless a grantee's travel policy provides a lesser reimbursement.

Personnel – employees of this organization that will be funded by this grant. See "Employee".

Professional & Consultant Services – service for which the grantee uses an outside source for necessary support. Professional & Consultant Services include, but are not limited to tax services, accounting services, counseling, legal services, and computer support.

Project Financial Officer – This person has primary responsibility for overseeing the financial operations of the grant project and may or may not be the same as the organization's highest financial position. This person may be, for example, the chief financial officer, finance director, county auditor, comptroller or board treasurer.

Promotional Items – articles of merchandise that are branded with a logo and used in marketing and communication programs. They are usually given away to promote a company, corporate image, brand, or event. Most promotional items are unallowable expenditures for grant purposes and are only allowable if the item is informational and/or instructional in nature and thus provides a public service.

Resolution of Governing Body – a formal written statement of an official body that is the governing authority of an agency.

Salary – the total compensation, not including fringe benefits, earned by the employee without regard to funding source.

Special Conditions – placed on a grant because of a need for information, clarification, or submission of an outstanding requirement of the grant that may result in a financial hold being placed on the OAG grant program. Special conditions may be placed on a grant at any time with or without notice.

Supplies – consumable items directly related to the day to day operations of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, education resource materials, printers, projectors, laptops, and computers.

Support Document(s) – a Memorandum of Understanding, Cooperative Working Agreement, or Letter of Support or other written agreement between two or more parties that sets forth common understandings, respective roles or interactions between the parties or any supporting duties or responsibilities between the parties. It must be signed by all parties involved and describe in sufficient detail the subject matter of the agreement.

Texas Statewide Automated Victim Notification Service (SAVNS) – a free and confidential statewide service that provides registered victims of crime and concerned citizens' information and notification about offender custody status and related court events and cases.

Unique Application Number (UAN) – this number will be assigned by the OAG after an Applicant has completed the required on-line Application Registration for this grant opportunity. The UAN will be used by the OAG to track the receipt of Applications from registered Applicants. The assigned UAN must be included on all Application documents submitted to the OAG.

Victim Assistance Coordinator – the district attorney, criminal district attorney, or county attorney who prosecutes criminal cases shall designate a person to serve as victim assistance coordinator in that jurisdiction and perform the duties described in Article 56.04 (a) and (b) of the Texas Code of Criminal Procedure.

Volunteer – a person who provides an unpaid service to the organization.

III. SPECIFIC INSTRUCTIONS FOR TABS IN EXCEL WORKBOOK

For all Tabs, answer the questions only in the space provided. Only answers that appear in the specific text box will be read or scored. Do not write answers beyond the space provided or attach additional pages; they will not be read or scored.

In order to cut and paste text into a cell, it may be necessary to double click the cursor into the cell, rather than simply selecting the cell.

Not all questions on this Application have instructions listed below. The instructions provided are to clarify and provide specific information where necessary. Every question should be answered in the Excel document.

TAB A - ORGANIZATION

1. Organization
Identifying and contact information:

- Unique Application Number (UAN) – A UAN was assigned when the organization completed its online registration for the grant program. Each grant program registered will have a different UAN. Be sure to enter the correct UAN associated with this grant type.
- Legal Name of Applicant – Enter the legal name of Applicant Organization.
- Name of Agency Contact and Agency Contact's Telephone Number - Provide a contact name and phone number in the event the OAG has any questions about the Application.

Applicant must select the Purpose Area(s) the Applicant is seeking funding for by checking the appropriate box or boxes. Selecting Purpose Area(s) will populate Outcomes in Section 22.1 on Tab D.

> For example: If Applicant "A" is requesting funding for Direct Victim Services, Training, and Outreach, then Applicant "A" checks the Direct Victim Services, Training, and Outreach boxes.

Unless the Applicant is requesting an exception to the Direct Victim Services Requirement, all Applicants must select the Direct Victim Services Purpose Area.

If Applicant is applying for an OVAG Statewide Project, check the box above of the Amount Requested. Applicants must check the "Check if Applying for an OVAG Statewide Project" box in order to answer the Statewide application questions.

The Amount Requested for FY 2018-2019 as well as the % of Personnel and Fringe Requested will auto-calculate when information is entered into Tab C - Budget Calculation. If Applicant's amount requested is or over the maximum eligible amount, the dollars requested will turn red. If a cell turns red, this is an indicator that the amount entered must be lowered as it exceeds the maximum eligible amount.

2.1- 7.2 Narrative Questions
All responses must fit in the text boxes provided when the Application is printed. Any information that does not appear in the text box (in print preview) will not be reviewed or scored. It is highly recommended that responses be written on a separate document, then cut and pasted into the Excel document. If uncertain whether a response fits in the space provided, use the "print preview" function, or print out the responsive page to confirm.

8. State and Federal Funds Experience Enter the number of years of experience your organization has in managing state or federal grant funds.

TAB B - OUTPUT TARGET CALCULATION

List staff position targets for grant funded activities for all requested personnel funded with this OAG grant. The information entered onto this tab will be totaled on Tab D to indicate the Applicant's targets for FY 2018 and FY 2019. The Applicant will report on cumulative activities in quarterly Performance Reports to the OAG, not activities by individual personnel.

9. Output Target Categories
Applicants must provide targets for all grant funded positions in Section 10 and 11 of Tab C.

Output Target Calculation
Targets are broken down into two tables for Grant Funded Personnel and Professional & Consultant. The first table should include cumulative targets for Grant Funded Personnel listed in Section 10 of Tab C. The second table should include cumulative targets for Professional/Consultants listed in Section 11 of Tab C.
For all grant funded Personnel and Professional & Consultant the following projected targets are **required**:

1. Number of Unique Victims Served
2. Assistance with Crime Victims' Compensation
3. Assistance with Texas SAVNS
4. Information & Referral
5. All other activities conducted using OAG OVAG/VCLG grant funds

In addition to the four (4) targets listed above, prosecutor based Applicants must also provide a target for Assistance with Restitution.

Important information regarding targets - targets and reporting on Direct Victim Services has changed. Read the guidance carefully before proceeding.

- Organizations will provide a target for the number of Unique Victims Served (a victim of sexual assault that receives any direct victim service from staff funded on this grant counted only once per fiscal year).

- For each Direct Victim Service that the organizations is requesting funding, enter the target for the number of ***instances*** each service will be provided. Note: This is a change in the way Direct Victim Services targets are calculated.

Example:

An organization serving 1 victim by providing 35 Individual Counseling sessions would count one unique victim served and 35 instances of Individual Counseling.

If the organization requests funding for **Outreach** or **Training,** enter targets using the following guidelines:

- Outreach – enter targets for public speeches, informational booths and participants. If awarded the grantee will be required to report on all outreach activities conducted. See the Output Definitions section for a detailed definition of Outreach.
- Training – enter targets for training sessions (general training sessions, video conference training sessions, and computer based training sessions) and participants.

Note: The Applicant will be required to track and report to the OAG information about all services provided through this grant.

TAB C - BUDGET CALCULATION

10. PERSONNEL AND FRINGE BENEFITS

- Each Applicant is limited to no more than ten positions.
- Each position listed on the budget can only be associated with one employee. If job sharing, list each position on the budget separately as many times as necessary regardless of time allocated to grant.
- Priority positions should be listed first. Staff Position/Title #1 is highest priority and Staff Position/Title # 10 is lowest priority.
- Any hours over forty (40) hours are unallowable by this grant.
- Job Descriptions are required and must be submitted for all positions requesting funding. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on the OVAG or VCLG grant. (See Application Submission section for required documentation.)
- The personnel budget category must include employees' salaries only and not compensation for independent contractors. See the General Definitions section of this Application Kit for a definition of "employee".
- Salaries for grant funded positions must be reasonable for activities funded on the grant. Salaries may be subject to OAG review.
- Fringe benefits should only be included for the position(s) listed in the Personnel budget category.
- An organization must provide grant funded personnel the same fringe benefits provided to all other non-grant funded personnel, and it should be offered/covered in the organization's written personnel policies regardless of whether the costs for fringe benefits are paid through that OAG grant.
- Fringe benefits must comply with the organization's written personnel policies regarding fringe benefits.

- Grantees must agree to comply with the Uniform Grant Management Standards (UGMS), Texas Administrative Code (TAC), 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

For each position, the Applicant must list the position title and the number of hours scheduled to work per week. Fill in the numbers of hours each week that will be spent on:

- Direct Victim Services;
- Administration; or
- Victim related Training and/or Outreach

The number of hours "Scheduled on this grant" column auto-fills based on the hours entered into the "Direct Victim Services on this grant", "Admin on this grant", and "Training and/or Outreach on this grant" columns. See the Definitions section of this Application Kit for a list of Direct Victim Services and Education (includes Outreach and Training)

For each fiscal year and each position, provide the following information:

- Annual salary
- Annual fringe benefits amount for the position
- Amount of fringe benefits requested from this grant
- The Justification section must include the breakdown used to calculate fringe benefits for each position.

Note: Total Salary Requested category auto-fills based on the annual salary and the percentage of hours worked on the grant.

10.1 FY 2018 Position Narrative
Provide a summary justification for each position in Section 10.1 Position Narrative. This should include how each position supports the goal of the grant.

10.2 FY 2019 Position Narrative
Provide a summary justification for each position in Section 10.2 Position Narrative. This should include how each position supports the goal of the grant.

10.3-10.4 Exceptions to Personnel Requirements
If a grantee is unable to fulfill the personnel requirements of this grant, the Applicant must request an exception and provide a justification. A justification must be included in this section if the Applicant is requesting an exception to *one or both* of the following personnel requirements:

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories and
- All Applicants must provide one (1) direct service staff person working at least twenty (20) hours per week or two (2) direct service staff persons working at least ten (10) hours each per week.

11. Professional & Consultant Services

- "Professional & Consultant Services" is defined as a service for which the grantee uses an outside source for necessary support. Professional & Consultant Services include, but are not limited to, tax services, accounting services, counseling, legal services, and computer support.
- This category is appropriate when contracting with an individual or organization to provide professional services (e.g., training, expert consultant, etc.) for a fee but not as an employee of the grantee organization.
- Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law.
- Grantees must maintain adequate documentation supporting budget items for a contractor's time, services, travel expenses and rates of compensation. Grantees must establish a contract administration and monitoring system to regularly and consistently ensure contract deliverables are provided as specified in the contract.
- Grant funds may not be used to pay Professional & Consultant services for a person or vendor who participated directly in writing a grant Application.

11.1 FY 2018 Professional & Consultant Services Narrative

Provide a summary justification for each item. This should include how it supports the goal of the grant.

11.2 FY 2019 Professional & Consultant Services Narrative

Provide a summary justification for each item. This should include how it supports the goal of the grant.

12. Travel

- Travel expenses must be reasonable and necessary for activities funded on the grant.
- Grant funds requested in the travel category should be for grant related travel performed by grant funded staff and volunteers assigned to the grant only.
- Travel must relate directly to the delivery of services that supports the program funded by the OAG grant.
- Enter the name of the training event, the positions attending the training (separated by a comma), the total cost of travel by expense type (ie: Airfare/Mileage, Hotel, etc.), and the % requested by this OAG grant in the % column.
- Cost Requested by this OAG Grant will autofill based on expenses and percentage requested.
- Lodging, mileage, car rental, airfare, and parking may be reimbursed according to the Texas State Travel Guidelines, unless a grantee's travel policy provides for a lesser reimbursement. The reimbursement rate for these expenses can be found in the Texas State Travel Guidelines at: https://fmx.cpa.state.tx.us/fm/travel/travelrates.php
- For this grant, per diem is limited to actual expenses and is reimbursable according to the Comptroller of Public Accounts guidelines, for overnight travel unless a grantee's travel policy provides for a lesser reimbursement. Per diem is unallowable for non-overnight travel for this grant.
- Hotel tax should be included under the Misc./Hotel Tax line.

- If mileage is to be paid, provide the number of miles and the cost per mile, not to exceed the Texas State Travel Guidelines, in the justification under 12.1 FY 2018 Travel Narrative and/or 12.2 FY 2019 Travel Narrative section.
- Grant funds may not be used to pay for out-of-state travel.
- Do not include conference registration fees in the travel budget category. Conference registration fees should be listed in the "Other Direct Operating Expenses" budget category.
- The OAG Conference subsection is only to be used for OAG Conference estimates of expenses.
- All other training including OAG Regional Training should be listed under the "Additional Training" subsections.

12.1 FY 2018 Travel Narrative
Provide a summary justification describing activities the travel grant funded persons will perform. This should include the proposed travel location, the number of trips planned, the title of grant funded persons who will be making the trips, and how the travel supports the goal of the grant.

12.2 FY 2019 Travel Narrative
Provide a summary justification describing activities the travel grant funded persons will perform. This should include the proposed travel location, the number of trips planned, the title of grant funded persons who will be making the trips, and how the travel supports the goal of the grant.

13. Equipment
- "Equipment" is defined as an article of non-expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or $5,000.
- A grantee may use equipment paid with OAG funds only for grant related purposes.
- Do not include maintenance or rental fees for equipment in the equipment budget category. Equipment maintenance or rental fees should be listed in the "Other Direct Operating Expenses" budget category.
- Enter the % of the total cost allocated to this grant project in the % column of the Equipment Chart.
- Do not include computers in the equipment budget category. Computers should be listed in the supplies budget category under its own line item.

13.1 FY 2018 Equipment Narrative
Provide a summary justification for each item. This should include the title of grant funded persons who will be using each piece of equipment and how the use supports the goal of the grant.

13.2 FY 2019 Equipment Narrative
Provide a summary justification for each item. This should include the title of grant funded persons who will be using each piece of equipment and how the use supports the goal of the grant.

14. Supplies

- "Supplies" is defined as consumable items directly related to the day-to-day operation of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, and education resource materials, as appropriate.
- The OAG will not approve funds for the purchase of promotional items or recreational activities.
- Computers, regardless of cost, should be included under supplies.
- Costs for supplies should be allocated for grant funded persons listed on this Application.
- Enter the % of the total cost allocated to this grant project in the % column of the Supplies Chart.
- Each Applicant is required to have access to a computer in order to perform data collection and reporting to the OAG. If the Applicant does not currently have a computer, then one may be budgeted as part of this grant or secured through other means.
- Furniture, regardless of cost, should be included under supplies.

14.1 FY 2018 Supplies Narrative
Provide a summary justification for each item. This should include how it supports the goal of the grant.

14.2 FY 2019 Supplies Narrative
Provide a summary justification for each item. This should include how it supports the goal of the grant.

15. Other Direct Operating Expenses (ODOE)

- "Other Direct Operating Expenses" is defined as those costs not included in other budget categories and are directly related to the day-to-day operation of the grant program. Examples: Utilities, rent, insurance, security fees, or maintenance fees.
- Registration fees for conferences and other training sessions should be included in this category. List the name of the conference and/or training to be attended.
- Funds may not be used to purchase food and beverages.
- Enter the % of the total cost allocated to this grant project in the % column of the Other Direct Operating Expenses Chart.

ODOE and Cost Allocation
Grantees often share program expenses with more than one funding source. Listed below are four allowable allocation methods and examples of how allocation can be applied to the appropriate funding source.

- Other Direct Operating Expenses that benefit more than one grant should be allocated proportionately to the benefit or service received. The method used to allocate cost

should be a reasonable and measurable means of distributing the cost to those grants, and consistently applied to the type of cost.

- It is acceptable to use different allocation methods for different types of ODOE expense, as long as the allocation method is applied consistently for those expenses.
- Four common and acceptable allocation methods for ODOE expenses are: (1) funding, (2) full-time equivalents (FTE), (3) square footage, and (4) direct use. Allowable methods related to specific costs are shown in the chart below: This chart is an example of using different allocation methods for different specific costs.

ALLOWABLE ALLOCATION METHODS

Cost Type	Funding	FTE	Square Footage	Direct Use
Copiers	x	x		x
Data Line	x	x		
Equip Maintenance	x	x		
Janitorial	x	x	x	
Postage	x	x		x
Printing	x	x		x
Rent	x	x	x	
Telephones	x	x		
Utilities	x	x	x	

The following are descriptions and examples of the acceptable methods:

(1) Funding Source Based: The proportion of expense borne by each funding source is allocated based on the proportion of funding provided. For example:

Funding Source Based Example	
Total Operating Budget of Grantee A	$ 475,000
OAG Grant Funds	$ 75,000
75,000 ÷ 475,000 = 0.16	
OAG Grant portion of the expense = 16%	
The OAG Grant should not be charged more than the allowable ODOE costs. In this example, the allowable portion is 16% of the total cost.	

(2) Full-time equivalents (FTE) Based: FTE is the numerical representation of full and part-time work activities. A person working full-time represents 1.00 FTE; a person working half-time represents .50 FTE.

Steps to calculate the annual number of FTEs:

1. Determine the total number of hours worked for all employees.

2. Divide that number by 2080 to calculate the overall total number of FTEs.
3. To obtain the number of FTEs charged to the grant, determine the total number of hours to be directly charged to the grant and divide by 2080. (2080 is the number of hours per year for a full-time FTE at 40 hours per week).
4. To obtain percentage of the grant FTEs, divide the FTE total for the grant by the total of the organization FTEs calculated in step 2.
5. This calculation will provide the percentage of ODOE cost that could be allocated to the grant.

FTE Based Example	
Annual FTE Calculation	20,800 total hours charged for all staff (based on time sheets or payroll records)
	20,800 / 2080 = 10 FTEs overall
	5,600 staff hours charged to grant A (based on time sheets or payroll records)
	5,600 / 2080 = 2.7 FTE's charged to that grant A
	2.7 (FTE charged to grant A) / 10 (FTEs overall) = .27 (27%)
	27% x ODOE expense = amount to be allocated to grant A

(3) Square Footage Based: This is cost calculated by measuring the square footage (sq. ft.) to determine the allocation percentage for direct use and common area. Listed below is an example to determine rent.

Direct Use is defined as an area occupied by funded grant staff under this grant.
Common Area is defined as an area shared by all employees of the organization.

Steps to Calculate Square Footage

1. Calculate the total square footage and divide by the monthly rent to determine the cost per square foot.

Total Sq. Footage = 1250; Rent = $1200 per month; $1200 / 1250 = $.96 per sq ft
Suite 1 (Program A) 10 x 13.8 = 138 sq ft
Suite 2 (Program B) 10 x 13.8 = 138 sq ft
Suite 3 (Program C) 10 x 13.8 = 138 sq ft
Suite 4 (Program D) 10 x 13.8 = 138 sq ft
Conf. Rm (Common Area) 22 x 15 = 330 sq ft
Rest Rm 1 (Common Area) 6 x 8 = 48 sq ft
Break Area (Common Area) 8 x 8 = 64 sq ft
Storage Rm (Common Area) 8 x 8 = 64 sq ft
Hallway (Common Area) 48 x 4 = 192 sq ft

2. Multiply the direct use square footage by the cost per square foot. This will provide the direct use cost.

Direct Use Cost by Program	
Program A (Direct Use)	138 sq ft x .96 = $132.48
Program B (Direct Use)	138 sq ft x .96 = $132.48
Program C (Direct Use)	138 sq ft x .96 = $132.48
Program D (Direct Use)	138 sq ft x .96 = $132.48
Common Area (Allocable ODOE Expense)	698 sq ft x .96 = $670.08

3. Add the total square feet of all the direct use areas (Program A+ Program B + Program C+ Program D) = Program ABCD direct use (138 + 138 + 138 + 138 = 552).
4. Divide each direct use space by the total direct use to obtain % to distribute Common Area cost (Program A is 138 / 552 = 25%).
5. Multiply this percentage by the cost of the Common Area to obtain the additional cost for each program Common Areas. (Program A = 25% X Common Area cost of $670.08 = $167.52).
6. Program A is allocated the $132.48 based on direct use and $167.52 for the proportionate Common Area. Program A allocation for rent based on square footage is $132.48 + $167.52 = $300.00. *Repeat for Program B, Program C and Program D.*

(4) Direct Use Based: This is used when the ODOE cost can be directly charged to a grant by using meter readings, copy counts, etc.

15.1 FY 2018 Other Direct Operating Expenses Narrative
Provide a summary justification for each item. This should include how it supports the goal of the grant.

15.2 FY 2019 Other Direct Operating Expenses Narrative
Provide a summary justification for each item. This should include how it supports the goal of the grant.

TAB D – PROJECT SUMMARY

Complete all applicable narratives in this section.

16. Project Summary
The summary is in standardized language and may be used by the OAG to describe the project. Examples would be:

"This project funds four staff to serve victims of family violence by providing counseling and crisis intervention services in the city of Dallas."

"This project funds one staff to serve all victims of violent crime by providing crisis intervention and information and referral services in El Paso County."

"This project funds two staff to serve victims of child abuse and neglect by providing training to volunteers working with child abuse victims in all 150 counties across Texas."

17. Target Population
This section requires information on the Applicant's project for which funding is being requested, not by the organization as a whole. Under both "Specific Victimizations" and "Specific Populations," place an "X" in all categories that apply.

18.1-21.1, 22.2, 23.1-26.2 Narrative Questions
All responses must fit in the text boxes provided when the Application is printed. It is highly recommended that responses be written on a separate document, then cut and pasted into the Excel document. It is the responsibility of the Applicant to ensure that all responses fit in the space provided. This can be done by using the "print preview" function or by printing out the responsive page to confirm. **Any information that does not appear in the text box (in print preview) will not be reviewed or scored**.

21.2 Outputs Summary
This Section is auto-calculated based on the Applicant's responses on Tab B. The Applicant will not enter any information in this Section.

22. Outcomes

22.1 Depending on Purpose Areas selected on Tab A, the associated outcome statements will populate and must be collected and reported by the grantee:

- Direct Victim Service Outcome
  - Increase in knowledge of sexual assault victims' rights
  - Increase in knowledge of community resources and services
- Outreach Outcome
  - Increase in knowledge of community resources and services
- Training Outcome
  - Increase in knowledge of crime victims' rights

22.2 Outcome Narrative
Applicant must provide a detailed description of the systems, including tools and/or processes, written policies and procedures, databases, tracking forms or quality control testing, which will be used to track and verify the project's outcomes listed in Section 22.1.

26. Financial
This section must be answered by describing the Financial Systems to track financial activities of the entity.

26.3 Budget Narrative
Applicant must provide a brief description of how the budget requested relates to the project goal.

27. Budget Summary
This Section is auto-calculated based on the Applicant's responses on Tab C. The Applicant will not enter any information in this Section. If the total requested budget for either fiscal year is below the minimum or exceeds the maximum amount allowable, the dollar amounts will turn red. Applications requesting an amount below the minimum or above the maximum may not be considered. If the Application is awarded, the budget may be adjusted by the OAG to fit within the minimum and maximum amounts.

IV. OAG CERTIFICATIONS AND ASSURANCES

The Applicant agrees to:
(1) Comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the Applicants governing body or of the Applicants contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) Comply, as applicable, with Texas Government Code, Chapter 552, ("Texas Public Information Act") which requires the public information that is collected, assembled or maintained by the Applicant relative to a project to be available to the public during normal business hours.

(3) Comply with Texas Government Code, Chapter 551, ("Texas Open Meetings Act") which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) Comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) If Applicant is a health and human services agency or public safety or law enforcement agency, it may not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) If Applicant is a law enforcement agency regulated by Texas Government Code, Chapter 1701 it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701 Texas Government Code or must provide the OAG with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) Agrees that when incorporated into a grant award or contract, these standard assurances become terms or conditions for receipt of grant funds and that the Applicant shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
(8) Comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Applicant shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (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 and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, 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 the 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.

(10) 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 sub-agreements.

(11) Comply, as applicable, with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.

(12) Comply with the provisions of the Hatch Political Activity Act (5 U.S.C. 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) Comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Insure, as applicable, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, (EO 11738).

(15) Comply, as applicable, with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Comply, as applicable, 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).

(17) Comply, as applicable, 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.

(18) Comply, as applicable, in assisting 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.).

(19) Comply, as applicable, 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.

(20) Comply, as applicable, 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 residential structures.

(21) Comply, as applicable, with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Comply, as applicable, with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Comply, as applicable, with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) Certifies, as a signatory party to the grant contract, that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Comply, by adopting and implementing the applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

B. Other Certifications and Assurances

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

The Applicant certifies that if it is required to file an Equal Employment Opportunity Plan (EEOP), the Applicant will do so in compliance with the applicable federal requirements.

DISCLOSURE AND CERTIFICATION REGARDING LOBBYING

The Applicant certifies:

1. No federal/state 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 or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan, or cooperative agreement; and

2. If any non-federal/state 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 or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this federal/state contract, grant, loan, or cooperative agreement, the undersigned shall contact the CVSD of the OAG for the "Disclosure Form to Report Lobbying."

NON-PROCUREMENT DEBARMENT CERTIFICATION

The Applicant certifies that it and its principals:

(a) 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 covered transactions by any Federal department or agency;

(b) 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;

(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 (b) of this certification; and

(d) 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.

If Applicant is unable to certify to any of the statements in this Non-procurement Debarment certification, the Applicant shall attach an explanation. Funding is contingent upon OAG review of this explanation.

DRUG-FREE WORKPLACE CERTIFICATION

The Applicant certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees/assignees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees/assignees about:

1. The dangers of drug abuse in the workplace;
2. The Applicant'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/assignees for drug abuse violations.

C. Making it a requirement that each employee/assignee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee/assignee in the statement required by paragraph (A) that, as a condition employment/assignment under the grant, the employees/assignee will:

1. Abide by the terms of the statement, and
2. Notify the Applicant and OAG, of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

E. Notifying the agency within ten days after receiving notice under subparagraph (D) (2) from an employee/assignee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions with respect to any employee/assignee so convicted:

1. Taking appropriate personnel action with respect to any employee/assignee so convicted;
2. Requiring such employee/assignee to participate satisfactorily in 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 the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

ANNUAL SINGLE AUDIT CERTIFICATION

The Applicant certifies to the best of their knowledge and belief that one of the following applicable requirements will be met:

1. The Applicant currently expends $750,000 or more, in combined federal funds during the fiscal year; and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200.

2. The Applicant currently expends $750,000 or more in combined state funds during the fiscal year; and, therefore, is required to submit an annual Single Audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).

3. The Applicant currently expends less than $750,000 in either federal or state funds during the fiscal year; and therefore is exempt from the Single Audit Act and cannot charge audit costs to an OAG grant. Applicant agrees that the OAG may require a limited scope audit as defined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200.

If this Application is for funds in excess of $25,000, the Applicant certifies the following:

By submission of this proposal, that neither the Applicant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or state agency.

If the Applicant is unable to certify the above statements, the Applicant has attached an explanation to this Application.

COMPLIANCE WITH ANNUAL INDEPENDENT FINANCIAL AUDIT FILING REQUIREMENT

The Applicant assures that it will file an Annual Independent Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. An annual independent financial audit is a requirement for this OAG grant. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Uniform Grant Management Standards (UGMS) requirements. Additionally, the annual independent financial audit will meet GAGAS standards in the event a Single Audit is not required.

COMPLIANCE WITH UGMS AND THE APPLICABLE 2 CFR 200

The Applicant assures that it will follow the guidelines in the Uniform Grant Management Standards (UGMS). Both governmental entities as well as non-profit entities are required to follow UGMS guidelines.

The Applicant assures compliance with all federal/state statutes, regulations, policies, guidelines and requirements, including, but not limited to, UGMS as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

RETURN OF GRANT FUNDS IN THE EVENT OF LOSS OR MISUSE

The Applicant agrees that in the event of loss or misuse of the OAG funds, the Applicant assures that the funds will be returned to the OAG in full.

CONFLICT OF INTEREST

The Applicant assures that there is no conflict of interest that would preclude it from filing the Application or providing the services under this grant. By submitting this Application, Applicant affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this grant Application, except as allowed under relevant state and federal law. The Applicant further agrees that it will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Applicant shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this grant.

Without diminishing the provisions of the prior paragraph, the Applicant assures that as a grantee, grantee personnel, members of a grantee board or governing body, or other persons affiliated with the grant project shall not participate in any proceeding or action where grant funds personally

benefit, directly or indirectly, the individuals or their relatives. For the purposes of this provision, "relatives" means persons related to the individual within the third degree by consanguinity or within the second degree by affinity, as determined by Chapter 573 of the Government Code. Grant personnel and officials must avoid any action that results in or creates the appearance of using their official positions for private gain; giving preferential treatment to any person; losing independent judgment or impartiality; making an official decision outside of official channels; or adversely affecting the confidence of the public in the integrity of the program or the OAG.

AUTHORITY TO FILE APPLICATION

The Applicant has the authority or will receive the appropriate authority by the Applicant's governing body to file the Application, including the authority to agree to the assurances and certifications contained herein.

V. REQUIRED DOCUMENTS FOR SUBMISSION OF APPLICATION

EXCEL APPLICATION WORKBOOK

- The Excel Application Workbook must be submitted in excel format

"STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL"

- It must be signed by the Authorized Official (or designated Authorized Official) and submitted at the time the Application is submitted to the OAG.
- Applications that are received by the OAG without this document will not be considered or funded by the OAG.

"RESOLUTION OF GOVERNING BODY"

- It must be signed and submitted at the time the Application is submitted to the OAG, unless the timing of the Application due date and requirements of the Open Meeting Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date. (Please note that the Authorized Official must be designated by signature of the governing body. If the Authorized Official is also a member of the governing body, they must be designated by another member's signature. The Authorized Official cannot sign the Resolution designating the Authorized Official.)

Note: The "Statements Supporting Submission of the Application to the Office of the Attorney General" and "Resolution of Governing Body" listed above can be found at the end of this Application Kit.

Job Descriptions are required for each position requested in the proposed budget.

- Job descriptions must be submitted with the Application. Missing job descriptions may impact the Applicant's funding.
- Job description titles should match the titles of the positions on the proposed budget.
- The Applicant should mark each page of the submitted job descriptions with the name of the Applicant and the Unique Application Number, if applicable.

Support Document(s) if required by the Applicant to achieve the proposed project as described in Tab A.

- Support Document(s), if required, must be submitted with the Application. Missing Support Document(s) may impact the Applicant's funding.
- The Applicant should mark each page of the submitted Support Document(s) with the name of the Applicant and the Unique Application Number, if applicable.

IF POSSIBLE, THE APPLICANT SHOULD SUBMIT "STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL," "RESOLUTION OF GOVERNING BODY," JOB DESCRIPTIONS AND SUPPORT DOCUMENT(S) TOGETHER IN ONE PDF DOCUMENT. IF THE APPLICANT DOES NOT HAVE THE CAPABILITY TO SCAN THESE DOCUMENTS TOGETHER AS ONE PDF, APPLICANTS MAY SUBMIT THEM AS SEPARATE PDF DOCUMENTS.

AI-59277 **HIDTA - Task Force** **8. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Rosie Cantu, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Authorization and approval to terminate the existing Memorandum of Understanding between the Hidalgo County Criminal District Attorney's Office HIDTA Task Force and the following:
a. Hidalgo County Constable Precinct 3
b. Hidalgo County Constable Precinct 4
c. Hidalgo County Sheriff's Office

2. Authorization and approval to accept the Memorandum of Understanding between the Hidalgo County Criminal District Attorney's Office HIDTA Task Force and the following:
a. Hidalgo County Constable Precinct 3
b. Hidalgo County Constable Precinct 4
c. Hidalgo County Sheriff's Office

BACKGROUND

Previously approved MOU(s) were as follows:
1. Constable Precinct 4; approved by CC on 06/20/16
2. Constable Precinct 3; approved by CC on 07/21/15
3. Sheriff's Office; approved by CC on 07/21/15

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact at this time; interfund transfers will be done at a later CC meeting date.

Attachments

Const. Pct. 3 MOU
Const. Pct. 4 MOU
legal
Sheriff's MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/06/2017 07:58 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Rosie Cantu		Started On: 04/05/2017 05:02 PM
Final Approval Date: 04/13/2017		

STATE OF TEXAS §
§
HIDALGO COUNTY §

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE
AND
HIDALGO COUNTY CONSTABLE PRECINCT 3

WHEREAS, this agreement is entered into by and between the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE PRECINCT 3** hereinafter referred to as **"HIDTA"** and **"CONSTABLE."**

WHEREAS, the **HIDTA** and the **CONSTABLE** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDTA** and the **CONSTABLE** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDTA** and

WHEREAS, the **CONSTABLE** has and will continue to assist the **HIDTA** during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

1. **CONSTABLE** shall assign a **DEPUTY CONSTABLE** with a marked unit to **HIDTA** and shall remain responsible for payment of assigned **DEPUTY CONSTABLE'S** ordinary salary, fringe benefits, and non-HIDTA overtime expenses, and any non-HIDTA related travel or per diem expenses. After initial assignment by **CONSTABLE**, any change in the assigned **DEPUTY CONSTABLE** must be agreed to by the **HIDTA** commander.

2. **HIDTA** agrees to and shall pay the **OVERTIME** incurred by the assigned **DEPUTY CONSTABLE** while working **HIDTA** investigations and approved by **HIDTA** command staff.

    a. Actual hourly overtime cost shall not exceed fifteen thousand dollars ($15,000.) per fiscal year and shall be calculated in accordance with the overtime provisions of the Federal Fair Labor Standards Act.

3. **HIDTA** shall present to the **CONSTABLE PRECINCT 3** an annual sum of ten thousand dollars ($10,000.00).

    a. The amount of ten thousand dollars ($10,000.) shall solely be used for law enforcement purposes by the **CONSTABLE PRECINCT 3** as set forth under the "*A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds and/or the "*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband"*, depending on funding source.

4. **HIDTA** may expend funds in training and Prevention Programs of assigned **Deputy Constable. HIDTA** commander may approve training request that contributes to improving the efficiency and effectiveness of the assigned **Deputy Constable's** ability to disrupt and dismantle drug trafficking organizations, reduce, and/or discourage substance abuse in Hidalgo County.

5. **HIDTA** commander may authorize the use of **HIDTA** funds to purchase equipment intended for use by assigned **Deputy Constable.** The use of **HIDTA** purchased equipment will be consistent with **HIDTA's** strategy, activities and will contribute to the effectiveness of this initiative. **CONSTABLE PRECINCT 3** has the responsibility of ensuring that equipment purchased with HIDTA funds is used to the maximum benefit of the HIDTA program, and that its use and management complies with the *Hidalgo County Purchasing Department, Fixed Asset Division, A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds or the "*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband,"* depending the funding source.

6. **HIDTA** may conduct investigation that may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.

    a. For investigations initiated by **HIDTA**, where the assigned **DEPUTY CONSTABLE** provided assistance, the sharing of proceeds will be based on a percentage of man-hours contributed by **DEPUTY CONSTABLE** in the investigation. The percentage of shared assets shall be determined from liquidated assets by **HIDTA** commander.

    b. For investigation initiated by the **DEPUTY CONSTABLE** as part of his/her responsibilities with **HIDTA,** and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on the percentage of task force man-hours contributed by the participating agency in the investigation. The percentage of shared assets in these cases shall be determined form liquidated assets by the **HIDTA** commander.

    b. The terms apply only to the distribution of property and proceeds awarded in connection with the **DEPUTY CONSTABLE** participation in investigation conducted by HIDTA, and do not bind **HIDTA** or **CONSTABLE PRECINCT 3** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, County Judge Date

By: _____ _____
Ricardo Rodriguez, District Attorney Date

By: _____ _____
Lazaro “Larry” Gallardo Jr., Constable Precinct 3 Date

By: _____ _____
Juan P. Sifuentes, HIDTA Commander Date

APPROVED AS TO FORM
Hidalgo County District Attorney’s Office

By :_____ Date: _____

STATE OF TEXAS §
§
HIDALGO COUNTY §

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE
AND
HIDALGO COUNTY CONSTABLE PRECINCT 4

WHEREAS, this agreement is entered into by and between the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE PRECINCT 4** hereinafter referred to as **"HIDTA"** and **"CONSTABLE."**

WHEREAS, the **HIDTA** and the **CONSTABLE** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDTA** and the **CONSTABLE** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDTA** and

WHEREAS, the **CONSTABLE** has and will continue to assist the **HIDTA** during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

1. **CONSTABLE** shall assign a **DEPUTY CONSTABLE** with a marked unit to **HIDTA** and shall remain responsible for payment of assigned **DEPUTY CONSTABLE'S** ordinary salary, fringe benefits, and non-HIDTA overtime expenses, and any non-HIDTA related travel or per diem expenses. After initial assignment by **CONSTABLE**, any change in the assigned **DEPUTY CONSTABLE** must be agreed to by the **HIDTA** commander.

2. **HIDTA** agrees to and shall pay the **OVERTIME** incurred by the assigned **DEPUTY CONSTABLE** while working **HIDTA** investigations and approved by **HIDTA** command staff.

    a. Actual hourly overtime cost shall not exceed fifteen thousand dollars ($15,000.) per fiscal year and shall be calculated in accordance with the overtime provisions of the Federal Fair Labor Standards Act.

3. **HIDTA** shall present to the **CONSTABLE PRECINCT 4** an annual sum of ten thousand dollars ($10,000.00).

    a. The amount of ten thousand dollars ($10,000.) shall solely be used for law enforcement purposes by the **CONSTABLE PRECINCT 4** as set forth under the "*A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds and/or the "*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband"*, depending on funding source.

4. **HIDTA** may expend funds in training and Prevention Programs of assigned **Deputy Constable. HIDTA** commander may approve training request that contributes to improving the efficiency and effectiveness of the assigned **Deputy Constable's** ability to disrupt and dismantle drug trafficking organizations, reduce, and/or discourage substance abuse in Hidalgo County.

5. **HIDTA** commander may authorize the use of **HIDTA** funds to purchase equipment intended for use by assigned **Deputy Constable.** The use of **HIDTA** purchased equipment will be consistent with **HIDTA's** strategy, activities and will contribute to the effectiveness of this initiative. **CONSTABLE PRECINCT 4** has the responsibility of ensuring that equipment purchased with HIDTA funds is used to the maximum benefit of the HIDTA program, and that its use and management complies with the *Hidalgo County Purchasing Department, Fixed Asset Division, A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds or the "*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband,"* depending the funding source.

6. **HIDTA** may conduct investigation that may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.

    a. For investigations initiated by **HIDTA**, where the assigned **DEPUTY CONSTABLE** provided assistance, the sharing of proceeds will be based on a percentage of man-hours contributed by **DEPUTY CONSTABLE** in the investigation. The percentage of shared assets shall be determined from liquidated assets by **HIDTA** commander.

    b. For investigation initiated by the **DEPUTY CONSTABLE** as part of his/her responsibilities with **HIDTA,** and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on the percentage of task force man-hours contributed by the participating agency in the investigation. The percentage of shared assets in these cases shall be determined form liquidated assets by the **HIDTA** commander.

    b. The terms apply only to the distribution of property and proceeds awarded in connection with the **DEPUTY CONSTABLE** participation in investigation conducted by HIDTA, and do not bind **HIDTA** or **CONSTABLE PRECINCT 4** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (40) days written notice.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, County Judge Date

By: _____ _____
Ricardo Rodriguez, District Attorney Date

By: _____ _____
Atanacio "J.R."Gaitan Constable Precinct 4 Date

By: _____ _____
Juan P. Sifuentes, HIDTA Commander Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By :_____ Date: _____

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, County Judge Date

By: _____ _____
Ricardo Rodriguez, District Attorney Date

By: _____ _____
Lazaro "Larry" Gallardo Jr., Constable Precinct 3 Date

By: _____ _____
Juan P. Sifuentes, HIDTA Commander Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
By: _____ Date: 4/5/17

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (40) days written notice.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, County Judge Date

By: _____ _____
Ricardo Rodriguez, District Attorney Date

By: _____ _____
Atanacio "J.R."Gaitan Constable Precinct 4 Date

By: _____ _____
Juan P. Sifuentes, HIDTA Commander Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
By: _____ Date: 4/5/17

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (40) days written notice.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, County Judge Date

By: _____ _____
Ricardo Rodriguez, District Attorney Date

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

By: _____ _____
Juan P. Sifuentes, HIDTA Commander Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
By: _____ Date: 4/5/17

STATE OF TEXAS §
§
HIDALGO COUNTY §

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE
AND
HIDALGO COUNTY HIDALGO COUNTY SHERIFF'S OFFICE

WHEREAS, this agreement is entered into by and between the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY SHERIFF'S OFFICE** hereinafter referred to as **"HIDTA"** and **"SHERIFF'S OFFICE."**

WHEREAS, the **HIDTA** and the **SHERIFF'S OFFICE** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDTA** and the **SHERIFF'S OFFICE** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDTA** and

WHEREAS, the **SHERIFF'S OFFICE** has and will continue to assist the **HIDTA** during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

1. **SHERIFF'S OFFICE** will provide a **K9** narcotic detecting services when and if possible during law-enforcement operations conducted by the HIDTA whenever canine services are required.

2. **HIDTA** agrees to and shall pay the **OVERTIME** incurred by the assigned **K9 DEPUTY SHERIFF** while working **HIDTA** investigations and approved by **HIDTA** command staff.

    a. Actual hourly overtime cost shall not exceed fifteen thousand dollars ($15,000) per fiscal year and shall be calculated in accordance with the overtime provisions of the Federal Fair Labor Standards Act.

3. **HIDTA** shall present to the **HIDALGO COUNTY SHERIFF'S OFFICE** an annual sum of ten thousand dollars ($10,000.00).

   a. The amount of ten thousand dollars ($10,000.) shall solely be used for law enforcement purposes by the **HIDALGO COUNTY SHERIFF'S OFFICE** as set forth under the "*A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds and/or the "*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband"*, depending on funding source.

4. **HIDTA** may expend funds for training and Prevention Programs of assigned **DEPUTY SHERIFF. HIDTA** commander may approve training request that contributes to improving the efficiency and effectiveness the assigned **DEPUTY SHERIFF'S** ability to disrupt and dismantle drug trafficking organizations, reduce, and/or discourage substance abuse in Hidalgo County.

5. **HIDTA** commander may authorize the use of **HIDTA** funds to purchase equipment for the intended use by assigned **DEPUTY SHERIFF'S.** The use of **HIDTA** purchased equipment will be consistent with **HIDTA's** strategy, activities and will contribute to the effectiveness of this initiative. **HIDALGO COUNTY SHERIFF'S OFFICE** has the responsibility of ensuring that equipment purchased with HIDTA funds is used to the maximum benefit of the HIDTA program, and that its use and management complies with the *Hidalgo County Purchasing Department, Fixed Asset Division, A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds or the "*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband,"* depending the funding source.

6. **HIDTA** may conduct investigation that may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.

   a. For investigations initiated by **HIDTA**, where the assigned **DEPUTY SHERIFF** provided assistance, the sharing of proceeds will be based on a percentage of man-hours contributed by **DEPUTY SHERIFF** in the investigation. The percentage of shared assets shall be determined from liquidated assets by **HIDTA** commander.

   b. For investigation initiated by the **DEPUTY SHERIFF** as part of his/her responsibilities with **HIDTA** and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on the percentage of task force man-hours contributed by the participating agency in the investigation. The percentage of shared assets in these cases shall be determined form liquidated assets by the **HIDTA** commander.

   b. The terms apply only to the distribution of property and proceeds awarded in connection with the **DEPUTY SHERIFF'S** participation in investigation conducted by HIDTA, and do not bind **HIDTA** or **HIDALGO COUNTY SHERIFF'S OFFICE** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (40) days written notice.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, County Judge Date

By: _____ _____
Ricardo Rodriguez, District Attorney Date

By: _____ _____
J.E. “Eddie” Guerra, Sheriff Date

By: _____ _____
Juan P. Sifuentes, HIDTA Commander Date

APPROVED AS TO FORM
Hidalgo County District Attorney’s Office

By :_____ Date: _____

AI-59278 **HIDTA - Task Force** **8. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Rosie Cantu, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

HIDTA Task Force -Chapter 59 (Fund 1251):
Approval of 2017 appropriation of funds from HIDTA Chapter 59 unreserved fund balance in the amount of $50,000.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/10/17.

Appropriation of funds from HIDTA CH 59 Unassigned Fund Balance
7-1251-258-00-000-000-0-000

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/06/2017 07:58 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Rosie Cantu		Started On: 04/05/2017 05:17 PM
Final Approval Date: 04/13/2017		

DATE: March 27, 2017

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1251-412-00-270-011-0-xxx (Chapter 59 Funds)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
7-1251-412-00-270-011-0- 841	AID TO GOVERNMENTAL AGENCIES	$	50,000.00
	TOTAL APPROPRIATIONS	$	50,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA ASSET FORFEITURE FUNDS.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-59245 **Constables** **9. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1220):
1. Approval of certification of revenues by County Auditor in the amount of $1,622.61 for the Constable Pct. 3 2017 LEOSE funds.
2. Approval of appropriation of the Constable Pct. 3 2017 LEOSE funds in the amount of $1,622.61.
3. Approval of appropriation of funds from Constable Pct. 3 LEOSE unreserved fund balance in the amount of $864.16.

BACKGROUND

Fiscal Impact

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/04/2017 11:33 AM
Final Approval	Veronica Ortiz	04/13/2017 04:32 PM
Form Started By: Raquel Ramos		Started On: 04/04/2017 09:01 AM
Final Approval Date: 04/13/2017		

DATE: April 13, 2017

2017
Appropriation

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 7-1220-421-00-293-002-0-XXX

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

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
7-1220-421-00-293-002-0-583	CONSTABLE PCT. 3	OUT OF COUNTY TRAVEL	$ 1,243.38
7-1220-421-00-293-002-0-584	CONSTABLE PCT. 3	REGISTRATION FEES	$ 379.23
7-1220-335-00-293-000-0-000	LEOSE FUND - CONST. PCT 3	REVENUE	$ 1,622.61
		TOTAL BUDGET INCREASE (DECREASE)	**$ 1,622.61**

REASON: TO APPROPRIATE FUNDS RECEIVED BY THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS FOR TRAINING.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: April 13, 2017

2017
Appropriation

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 7-1220-421-00-293-002-0-XXX

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

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
7-1220-421-00-293-002-0-584	CONSTABLE PCT. 3	REGISTRATION FEES	$ 864.16
		TOTAL BUDGET INCREASE (DECREASE)	**$ 864.16**

REASON: TO APPROPRIATE THE 2016 LEOSE FUND BALANCE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59293 **Constables** **9. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - (1100)
Requesting approval to process the following invoice as a claim, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

Vendor Invoice No. Invoice Date Amount
Charles Clark Chevrolet CVCS605717 03-27-2017 $136.51

BACKGROUND

Being processed as a claim due to vendor doing the work before a purchase order was obtained. Taken in under warranty, but the warranty had already expired.

Fiscal Impact

CALENDAR YEAR: 2016 **ACCT. #:** 7-1100-421-00-293-001-0-430

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

BUDGETARY IMPACT:

Funding available as of 04/07/2017.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2017 09:54 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Raquel Ramos		Started On: 04/07/2017 08:35 AM
Final Approval Date: 04/13/2017		

CHARLES CLARK CHEVROLET CO.

801 W. BUSINESS 83 HWY. P.O. BOX 938
McALLEN, TEXAS 78501
956-686-5441

Since 1933...We're Family.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
21684	OSCAR TAMEZ 842	5073	03/27/17	CVCS605717

HIDALGO COUNTY CONSTABLE PCT #3
730 N BREYFOGLE # B
MISSION, TX 78574

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		35,787	/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
14/CHEVROLET TRUCK/TAHOE/4DR 2WD		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1GNLC2E09ER192960		

F.T.E. NO.	P.O. NO.	R.O. DATE
		02/08/17

RESIDENCE PHONE	BUSINESS PHONE
956-205-7031	956-581-6800

COMMENTS

MO: 357S

LABOR & PARTS

J# 1 11CVZ01 ENGINE CONCERN TECH(S):733		125.00
CUSTOMER STATES THAT WHENEVER HE GET TO A STOP THE VEHICLE HESITATES AND THE RPM GO DOWN.		
SOFTWARE UPDATED		
UPDATE ECM AND BCM TO THE LATEST CALIBRATION REFER TO PIP5172 WHICH IMPROVES IDLE QUALITY		
JOB # 1 TOTAL LABOR & PARTS		125.00
J# 2 15CVZZ9404 CLARK ADVANTAGE TECH(S):733		0.00
TEST ALIGNMENT, BATTERY, AND TIRE TREAD DEPTH. SCAN AND SEE IF THERE ARE ANY CODES IN THE SYSTEM. THIS IS A FREE SERVICE DONE ON THE SERVICE DRIVE. FEEL FREE TO BRING IN ANY VEHICLE AND HAVE IT TESTED.		
JOB # 2 TOTAL LABOR & PARTS		0.00
J# 3 15CVZMPI MULTIPOINT INSP TECH(S):733		0.00
CUSTOMER REQUESTS MULTI POINT VEHICLE INSPECTION		
PERFORMED MULTI POINT VEHICLE INSPECTION		
JOB # 3 TOTAL LABOR & PARTS		0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	C01	SHOP SUPPLIES		10.63
		TOTAL - MISC		10.63

TOTALS

TOTAL LABOR....	125.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	10.63
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.88
TOTAL INVOICE $	**136.51**

CUSTOMER SIGNATURE

Notice Pursuant to §70.001, Texas Property Code.

I am the person or an agent acting o behalf of the person, who is obligated t pay for the repair of the motor vehicl subject to the repair contract. I under stand that this vehicle is subject to repos session in accordance with §9.503, Texa Business and Commerce Code, if a checl or money order for repair on the vehicl is stopped, dishonored because of insuffi cient funds, no funds, or because the drawer or maker of the check or money order has no account or the account or which it is drawn has closed.

Signature of Person Responsible or Agent for Person Responsible

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items

CUSTOMER SIGNATURE

The Reynolds and Reynolds Company SEA77899 O (09/14)

AI-59252 **Constables** **9. C.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct.3 (1257)
Approval of 2017 appropriation of the 2017 Federal Sharing Fund-US Treasury Fund Balance in the amount of $12,469.86.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 1257-421-00-293-016-0-XXX

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

BUDGETARY IMPACT:

available balance as of 04/11/2017.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/04/2017 02:27 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Raquel Ramos		Started On: 04/04/2017 11:37 AM
Final Approval Date: 04/13/2017		

DATE: April 4, 2017

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 7-1257-421-00-293-016-0-XXX

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

2017
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1257-421-00-293-016-0-430	Const. Pct 3 Treasury	Repair & Maintence Srv.	$ 1,000.00
7-1257-421-00-293-016-0-583	Const. Pct 3 Treasury	Travel Out of County	$ 1,000.00
7-1257-421-00-293-016-0-584	Const. Pct 3 Treasury	Registration fees	$ 1,000.00
7-1257-421-00-293-016-0-752	Const. Pct 3 Treasury	Vehicles	$ 9,469.86
		TOTAL BUDGET INCREASE (DECREASE)	**$ 12,469.86**

REASON: TO APPROPRIATE THE 2017 TREASURY FUND BALANCE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-59258 **Constables** **9. D.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Const. Pct 3 FED SHRG (1261):
Approval of the 2017 appropriation of the Federal Sharing DOJ fund balance in the amount of $11,698.08.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1261-258-00-000-000-0-000

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

BUDGETARY IMPACT:

Funds available as of 04/06/2017.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/04/2017 02:29 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Raquel Ramos		Started On: 04/04/2017 02:05 PM
Final Approval Date: 04/13/2017		

DATE: April 4, 2017

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 7-1261-421-00-293-017-0-XXX

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

2017
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
7-1261-421-00-293-017-0-430	Const. Pct 3 FED SHRG	Repair & Maintenance Srv.	$ 2,000.00
7-1261-421-00-293-017-0-583	Const. Pct 3 FED SHRG	Travel out of County	$ 2,000.00
7-1261-421-00-293-017-0-610	Const. Pct 3 FED SHRG	General Supplies	$ 7,698.08
		TOTAL BUDGET INCREASE (DECREASE)	**$ 11,698.08**

REASON: TO APPROPRIATE THE 2017 FEDERAL SHARING -DOJ FUND BALANCE IN THE AMOUNT OF $11,698.08.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-59247 **Constables** **9. E.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1230)
Appropriation of the Hidalgo County Constable Pct. 3 2017 Chapter 59 Fund Balance in the amount of $80,504.83.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1230-2XX-00-000-000-0-000

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

BUDGETARY IMPACT:

Funding available as of 04/05/2017.

Attachments

transfer-revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/04/2017 11:34 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Raquel Ramos		Started On: 04/04/2017 10:12 AM
Final Approval Date: 04/13/2017		

DATE: April 17, 2017

2017
Appropriation

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 7-1230-421-00-293-010-0-XXX

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

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
7-1230-421-00-293-010-0-430	CONST. PCT CCP59	REPAIR & MAINT. SRV	$ 20,000.00
7-1230-421-00-296-010-0-583	CONST. PCT CCP59	OUT OF COUNTY TRAVEL	$ 14,473.71
7-1230-421-00-293-010-0-584	CONST. PCT CCP59	REGISTRATION FEES	$ 10,000.00
7-1230-421-00-293-010-0-610	CONST. PCT CCP59	GENERAL SUPPLIES	$ 8,000.00
7-1230-421-00-293-010-0-751	CONST. PCT CCP59	MACHINERY & EQUIPMENT	$ 12,310.86
		TOTAL BUDGET INCREASE (DECREASE)	**$ 64,784.57**

REASON: TO APPROPRIATE THE 2016 CHAPTER 59 FUND BALANCE FOR THE CONSTABLE PRECINCT 3 DEPARTMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59302 **Constables** **9. F.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4 - LBSP (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 e-grants.
2. Authorization for County Judge to e-sign application under e-grants as authorized official.
3. Approval of Resolution for LBSP FY18 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required document. Grant Period: 9/1/2017 - 8/31/2018

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants Division (HSGD).

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1284-421-00-294-080-8-XXX

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

BUDGETARY IMPACT:

No matching funds required. No budgetary impact; approval to apply.

Attachments

Resolution
Grant

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2017 02:18 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Nayla Munoz		Started On: 04/07/2017 01:32 PM
Final Approval Date: 04/13/2017		

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the **Local Border Security Program BL18 (LBSP 18)** be operated for the period of **September 1, 2017 through August 31, 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 the Office of the Governor's Homeland Security Grants Division (HSGD) funds, Hidalgo County assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division (HSGD) in full.

WHEREAS, Hidalgo County Commissioners' Court designates the 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 Hidalgo County Commissioners' Court approves submission of the grant application for the **Local Border Security Program (LBSP 18)** to the Office of the Governor's Homeland Security Grants Division (HSGD)

Passed and Approved by Commissioners' Court this ____ day of _____ 2017

Grant Application # 2998403

Signed by: _____

Ramon Garcia
Hidalgo County Judge

Print This Page

Agency Name: Hidalgo County
Grant/App: 2998403 **Start Date:** 9/1/2017 **End Date:** 8/31/2018

Project Title: Local Border Security Program-Constable PCT4
Status: Pending OOG Review

Profile Information

Applicant Agency Name: Hidalgo County
Project Title: Local Border Security Program-Constable PCT4
Division or Unit to Administer the Project: Hidalgo County Constable Precinct 4
Address Line 1: 2814 S. Business Highway 281
Address Line 2:
City/State/Zip: Edinburg Texas 78539-6243
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: 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

You are logged in as **User Name**: horaldo2369

AI-59339 **Constables** **9. G.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct 4 CCP59 (1231):
Approval of 2017 appropriation of fund balance for Constable Pct. 4 CCP59 (1231) in the amount of $27,000.00.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1231-421-00-294-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/12/17

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 02:54 PM
Final Approval	Veronica Ortiz	04/13/2017 09:44 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Nayla Munoz		Started On: 04/10/2017 02:26 PM
Final Approval Date: 04/13/2017		

DATE: April 10, 2017

2017
Appropriation

DEPARTMENT HEAD: Constable Atanacio Gaitan

DEPARTMENT NAME: Constable Pct. 4 (294)

ACCOUNT NUMBER: 7-1231-421-00-294-010-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1231-421-00-294-003-0-660	CONST PCT4 CCP59 - FURN & EQUIP CNTRLD	21,000.00
7-1231-421-00-294-003-0-605	CONST PCT4 CCP59 - CLOTHING & UNIFORMS	6,000.00
7-1231-258-00-000-000-0-000	CONST PCT4 CCP59 - REVENUES	27,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**27,000.00**

REASON: TO APPROPRIATE FUNDS TO PURCHASE WEAPONS AND UNIFORMS FOR DEPARTMENT.

/s/ Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59254 **Tax Office** **10. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Belinda Rios, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
F0330.04.000.0364.00	Mrs. Fidel Perez	$1,374.68	2012-2013

BACKGROUND

Sec. 31.11. REFUNDS OF OVERPAYMENTS OR ERRONEOUS PAYMENTS.
(a) If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, the collector may not make the refund unless:
(1) in the case of a collector who collects taxes for one taxing unit, the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or
(B) $500 for a refund to be paid by any other taxing unit; or
(2) in the case of a collector who collects taxes for more than one taxing unit, the governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or
(B) $2,500 for a refund to be paid by any other taxing unit.

(b) A taxing unit that determines a taxpayer is delinquent in ad valorem tax payments on property other than the property for which liability for a refund arises or for a tax year other than the tax year for which liability for a refund arises may apply the amount of an overpayment or erroneous payment to the payment of the delinquent taxes if the taxpayer was the sole owner of the property:
(1) for which the refund is sought on January 1 of the tax year in which the taxes that were overpaid or erroneously paid were assessed; and
(2) on which the taxes are delinquent on January 1 of the tax year for which the delinquent taxes were assessed.
(c) Except as provided by Subsection (c-1), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. A taxpayer may apply for a refund by filing:
(1) an application on a form prescribed by the comptroller by rule; or
(2) a written request that includes information sufficient to enable the collector and the auditor for the taxing unit and, if applicable, the governing body of the taxing unit to determine whether the taxpayer is entitled to the refund.
(c-1) The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Fiscal Impact

Attachments

ComCourt04182017(over3yrs)

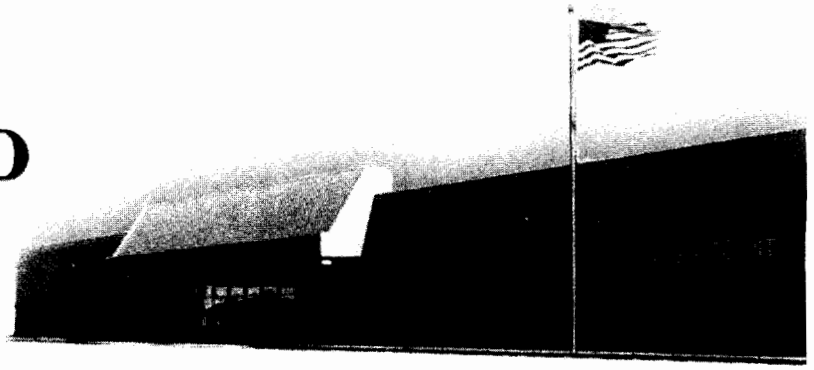
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/04/2017 02:28 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Belinda Rios		Started On: 04/04/2017 12:26 PM
Final Approval Date: 04/13/2017		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

April 3, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of erroneous payments over $ 2,500.00 dollars.

An application for an erroneous payment refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Attached is taxpayer's good cause request. I respectfully request that the Commissioner's Court approve the enclosed application for its allowable two year extension.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

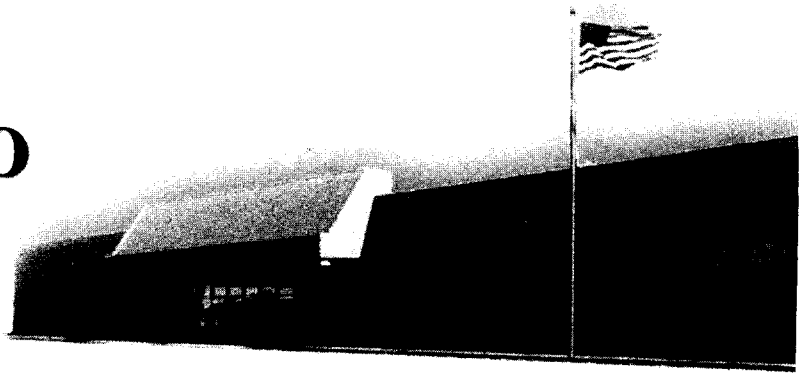
br

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
F0330.04.000.0364.00	Mrs. Fidel Perez	$2,059.09

2804 S. Bus. Hwy 281 • Edinburg, Texas 78539

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

March 30, 2017

The Honorable Pablo Villarreal, Jr., RTA
Hidalgo County Tax Assessor/Collector
2804 South Business Highway 281
Edinburg, Texas 78539

Re: Tax Refund – Tax Account No. 790756

Dear Mr. Villarreal:

A tax refund application (tax account no. 790756) received by the Tax Office was signed by the applicant on February 1, 2017, three years after payments were received for tax years 2011 through 2013. The payments were received on November 9, 2011; November 9, 2012; and November 4, 2013, respectively.

Pursuant to Tax Code §31.11(a), if a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds.

Pursuant to Tax Code §31.11(c), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. Tax Code §31.11(c-1) also states that the governing body of the taxing unit may extend the deadline for a single period not to exceed 2 years on a showing of good cause by the taxpayer.

The County Auditor's Office is not able to approve the tax refund application for payments made for tax years 2011 through 2013.

We will be able to process the refund request for tax year 2012 and 2013 after the taxpayer shows good cause for submitting the tax refund application three years after the date of payment and Commissioners Court approves to extend the refund deadline as required by Tax Code §31.11(c-1). The refund request for tax year 2011 has exceeded the time allowed per statute.

The tax refund application must be submitted to the County Auditor's Office for approval after Commissioners Court approval is obtained.

If you have any questions, feel free to contact Vivián Garza, Internal Auditor I, at ext. 4654, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext.4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

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

10/21/2016

There has been a mistke made during the closing of this property. Taxpayer was paying (through no fault of her own) on the vacant lot next door The Error was not discovered until 2015. For 5 years the taxpayer paid taxes on time for a property that was not owned/occupied by her.

Agapita Perez
956-651-8555

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
SOLIDAD ADMINISTRADOR DE PORTAFOLIOS C/O SOLIDA USA PD BY: MRS. FIDEL PEREZ

Present mailing address *(number and street)*
100 SAVANNAH AVE STE 540

City, town or post office, state, ZIP code
MCALLEN, TX 78503-2945

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): FAIRHAVEN HEIGHTS PH 4 LOT 364 AMENDED

Step 2: Describe the property

Address or location of property:

790756

Account number of property: F0330.04.000.0364.00

OR

Tax receipt number: 19046948,21469768,24012062

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011	11/9 / 2011	$ 2,366.25	$ 684.41
2. ALL ENTITIES	2012	11/9 / 2012	$ 1,903.63	$ 684.84
3. ALL ENTITIES	2013	11/4 / 2013	$ 1925.21	$ 689.84
4.		/	$	$
5.		/	$ TOTAL	$ 2,059.09

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. APPLY REFUND TO CORRECT ACCOUNT #790757

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature** Agapita Perez

Date of application for tax refund 4-1-2017

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☑ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Va 3124117 AC 3/24/17

sign here Authorized officer — Date

sign here Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 2-9-17

3-6-17

AI-59238 **Sheriff's Office** **11. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Resolution in Recognition of Lieutenant Fidel Jasso for 35 years of service to Hidalgo County.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	04/03/2017 09:48 AM
Budget & Management	Veronica Ortiz	04/03/2017 01:59 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Emilia Uriegas		Started On: 04/03/2017 09:09 AM
Final Approval Date: 04/13/2017		

RESOLUTION IN RECOGNITION OF LIEUTENANT FIDEL JASSO FOR 35 YEARS OF SERVICE TO HIDALGO COUNTY

WHEREAS, for 35 years, Fidel Jasso has provided exceptional work and dedication in serving the citizens of Hidalgo County; and

WHEREAS, an Edinburg resident, graduate from Edinburg High School in 1975, went on to attend Pan American University and graduating in 1981 with a Bachelor Degree in Criminal Justice; and

WHEREAS, in October of 1981, Mr. Jasso began his law enforcement career with Hidalgo County Sheriff's Office as a Deputy Sheriff. In 1990, he was promoted to Investigator and a year later he reached the current rank of Lieutenant. Since then, Lieutenant Fidel Jasso has served the community of Hidalgo County.

WHEREAS, he has worked in all the divisions to include Patrol, Criminal Investigations, Academy, Civil and Warrants, obtaining numerous commendations within and outside our agency; and

WHEREAS, in 1997, he was instrumental in the formation of Hidalgo County Crimestoppers, and was the first Crime Stoppers Coordinator for the program. He also assisted Hidalgo County by obtaining federal funding for the creation of 49 Deputy Sheriffs positions through the COPS Universal Hiring Grant.

WHEREAS, as a result of his exemplary leadership, serving his highest level of professionalism and dedicated service, Lieutenant Fidel Jasso was selected as the 2016 Deputy of the Year by the Hidalgo County Crimestoppers through the nomination of his peers.

WHEREAS, after more than three decades of outstanding service to the County of Hidalgo, Lieutenant Fidel Jasso will retire from the Hidalgo County Sheriff's Office to spend time with his family.

NOW,THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors Lieutenant Fidel Jasso for 35 years of dedicated service and commitment to the residents of Hidalgo County and wishes him a joyful retirement.

Approved this 18th day of April 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

Arturo Guajardo, Jr.
County Clerk

AI-59239 **Sheriff's Office** **11. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Resolution in Honor of Detention Sergeant Oscar Martinez for 32 years of service to Hidalgo County.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	04/03/2017 09:48 AM
Budget & Management	Veronica Ortiz	04/03/2017 01:59 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Emilia Uriegas		Started On: 04/03/2017 09:28 AM
Final Approval Date: 04/13/2017		

RESOLUTION IN HONOR OF OSCAR MARTINEZ
FOR 32 YEARS OF SERVICE

WHEREAS, Sergeant Oscar Martinez is being honored for his exceptional work and dedication to the County of Hidalgo after serving with distinction and integrity for the past 32 years at the Hidalgo County Sheriff's Office; and

WHEREAS, Sergeant Martinez was born in Pharr, TX in 1956, and was a graduate of PSJA High School in 1977.

WHEREAS, Sergeant Martinez started his career with the Sheriff's Office as a Detention Officer on July 17, 1985 and was promoted to Sergeant on January 1, 1995. Mr. Martinez was an exemplary Sergeant for the Hidalgo County Sheriff's Office Adult Detention Center for the last 22 years of his career; and

WHERAS, Sergeant Martinez was a mentor to those Officers that worked for him and with him.

WHERAS, Sergeant Martinez's dedication to his profession influenced his son Oscar Martinez Jr. to join the Hidalgo County Sheriff's Office where he currently serves as a Deputy Sheriff.

WHEREAS, Sergeant Martinez married the love of his life; San Juanita on April 18, 1980 and celebrates his 37th wedding anniversary today. Mr. Martinez now plans to spend his life enjoying his time with his wife, two sons and most of all his grandchildren.

NOW, THEREFORE, BE IT RESOLVED, that the Hidalgo County Commissioner's Court hereby recognizes and honors Sergeant Oscar Martinez for his outstanding service, dedication, and commitment during his 32 years of service to the community and the citizens of Hidalgo County, and on this day wishes him a long, healthy and fruitful retirement.

Dated this 18th day of April, 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-59407 **Urban County** **12. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Proclamation declaring April 2017 Fair Housing Month

BACKGROUND

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968 and protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability.

Fiscal Impact

Attachments

Fair Housing Month

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 11:28 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Sandra Regalado Started On: 04/13/2017 09:27 AM

Final Approval Date: 04/13/2017

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, has been in effect since April 11, 1968, and has since been amended to include the Fair Housing Amendments Act of 1988; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to chose where he or she lives, raise a family or owns a home; and,

WHEREAS, the Fair Housing Act protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners' Court of the County of Hidalgo, Texas, do hereby proclaim the month of April 2017, as

"FAIR HOUSING MONTH"

throughout Hidalgo County, and encourage all citizens to join us in recognizing the Fair Housing Act and the important role it plays in our communities.

In WITNESS Whereof, we have hereunto set our hands this 17th day of April 2017

Ramon Garcia, Judge, Hidalgo County

David L. Fuentes, Commissioner, Pct. # 1

Eduardo "Eddie" Cantu, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Joseph Palacios, Commissioner, Pct. # 4

AI-59406 **Urban County** **12. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of Proclamation declaring April 17th – April 22nd as CDBG Week.

BACKGROUND

The U.S. Department of HUD is commemorating its 43 years serving America's Cities and Urban Counties through its CDBG Program.

Fiscal Impact

Attachments

CDBG Week

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 11:27 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Sandra Regalado Started On: 04/13/2017 09:21 AM

Final Approval Date: 04/13/2017

HIDALGO COUNTY
NATIONAL COMMUNITY DEVELOPMENT WEEK

WHEREAS, the week of April 17 - April 22, 2017 has been designated as NATIONAL COMMUNITY DEVELOPMENT WEEK by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe, and sanitary housing, a suitable living environment and economic opportunities to low-and moderate income people; and

WHEREAS, the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-and moderate income persons with over one million units of affordable housing completed to date using HOME funds; and

WHEREAS, over the inception of Urban County Program, the County of Hidalgo has received a total of $234,625,330.00 in CDBG funds and $54,283782.00 in HOME funds; and

WHEREAS, the County of Hidalgo through its 18 participating cities and 4 precincts have expensed their funding on high priority activities such as street, park, drainage, water and sewer improvements, installation of lighting and funding numerous non-profit organizations providing a service to low-and moderate income residents; and

NOW, THEREFORE BE IT PROCLAIMED that the County of Hidalgo designates the week of April 17 - April 22, 2017 as

NATIONAL COMMUNITY DEVELOPMENT WEEK

in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services and economic viability of our communities.

BE IT FURTHER RESOLVED, that this community urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting increased funding for both programs in FY 2017.

APPROVED, this the 17th day of April, 2017.

_____

Ramon Garcia, County Judge, Hidalgo County

_____

David L. Fuentes, Commissioner, Pct. # 1

_____

Eduardo "Eddie" Cantu, Commissioner, Pct. # 2

_____

Joe M. Flores, Commissioner, Pct. # 3

_____

Joseph Palacios, Commissioner, Pct. # 4

AI-59331 **Urban County** **12. C.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Palmview is requesting approval of Amendment No.2 to the Professional Engineering contract with SAMES Engineering, Inc. The amendment will increase the amount of the existing contract $49,295.00 by $23,750.00. The new contract amount will be $73,045.00, utilizing Check No. 51675- City of Palmview General Funds.

BACKGROUND

SAMES, Inc. contract was approved on April 15, 2014, project requires additional services needed to revise the previously completed plans and specification to reflect the re-design of plans and specification to include a Bridge for the Homa Road Street Improvement Project as required by Irrigation District No. 1.

Contract Amount: $49,295.00
Amended Amount: $23,750.00
Total Contract: $73,045.00

Available Funds: $73,045.00 CHECK NO. 51675 CITY OF PALMVIEW GENERAL FUNDS

AMENDMENT NO. 2 DOCUMENTS
PREPARED AND APPROVED BY STEVE CRAIN
ON: _APRIL 11, 2017__ __

Fiscal Impact

Attachments

Professional Service 2nd Amendment with SAMES

1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 08:50 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Olga Lerma		Started On: 04/10/2017 11:02 AM
Final Approval Date: 04/13/2017		

CITY OF PALMVIEW
TEXAS

MAYOR
Gerardo Pérez

MAYOR PRO-TEM
Joselito Hernandez

COUNCILMEN
Joel Garcia Sr.
Ricardo Villarreal
Javier Ramirez

COUNCILWOMAN
Linda Sarabia

CITY MANAGER
Ramón Segovia

ASST. CITY MANAER
David Nacianceno

RECEIVED
APR - 6 2017
Urban County Program

4/6/2017

Mrs. Diana R. Serna,
UCP Director
427 E. Duranta Avenue, Ste. 107
Alamo, Texas 78516

RE: SAMES ENGINEERING CONTRACT: LA HOMA

Dear Mrs. Serna:

The City of Palmview met on Tuesday, April 4, 2017 to approve the increase to the SAMES Engineering Inc. contract for the La Homa Street Improvements Project. The city understands the need for the re-design of the plans & specifications to meet the required changes by Irrigation District #1 for the proposed bridge. Attached please find correspondence from SAMES Engineering with a full description of the increase to their contract, city secretary excerpts and a copy of the agenda where the item was approved.

Enclosed please find check # 51675 in the amount of $23,750.00 which will cover the amendment to the contract for said services.

Please feel free to call me at our convenience should you require additional information. We thank you in advance for your prompt attention to this project.

Respectfully,

Ramon Segovia,
City Manager

STATE OF TEXAS §
COUNTY OF HIDALGO §

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN HIDALGO COUNTY URBAN COUNTY PROGRAM AND SAMES ENGINEERING & SURVEYING

This Amendment to the Agreement is made this 18th day of April, 2017, by and between Hidalgo County, Texas acting by and through its Urban County Program (the "County") and SAMES Engineering & Surveying, (the "Engineer").

WHEREAS, Engineer and County entered into a Professional Services Agreement dated April 15, 2014 by and between Hidalgo County acting by and through its Urban County Program and SAMES Engineering & Surveying of Hidalgo County for Engineering Services (the "Agreement");

WHEREAS, Hidalgo County has received funds from the Community Development Block Grant (CDBG) to be used for the completion of project which is the subject of the Agreement;

WHEREAS, the Agreement now requires a second amendment in order to add additional services of Engineer and to incorporate fees associated with the need to revise the previously completed plans to reflect a bridge spanning a canal crossing required by the Hidalgo County Irrigation District No. 1 as more particularly shown on Exhibit A-2 attached hereto; and

WHEREAS, the parties desire to amend the agreement as herein 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 Engineer hereby agree to the following amendment to the Agreement:

1. Exhibit A of the Agreement is amended by the addition of Exhibit A-2, a copy of which is attached hereto as Exhibit A-2 to this Second Amendment to the Professional Service Agreement.

2. The first sentence of Section 6.2 is deleted in its entirety and the following sentence is substituted in lieu thereof:

The Engineer shall be paid a total fixed amount of $ 73,045.00 for services rendered under this Agreement.

3. Except as modified herein, all terms and conditions of the Agreement, as amended remain in full force and effect and Engineer and County 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.

ATTEST:

By: _____
Arturo Guajardo, Jr. County Clerk

Hidalgo County, Texas acting by and through its Urban County Program

By: _____
Ramon Garcia, County Judge

SAMES Engineering & Surveying

By: _____
Its: _____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

SAMES

SAM Engineering and Surveying

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

March 31, 2017

RECEIVED
APR - 6 2017
Urban County Program

Antonio Barco
Deputy Director – Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516

Re: 2013 Street Improvements Project – South La Homa Road Bridge
Urban County Program – Hidalgo County (5013-55-0311-5000-5500-UCP-GVG)

Mr. Barco,

The purpose of this letter is to request an amendment to our engineering contract with the Urban County Program to include additional services needed for the above referenced project. As previously discussed, the reason for this request is to fund our extra services that exceed the scope of our current contract. The extra services are needed to revise the previously completed plans to reflect a bridge spanning the canal crossing as requested by Hidalgo County Irrigation District No. 1 and as shown on the attached "Exhibit A".

The total monetary amount requested is an increase of **$23,750.00** to be added to our current contract amount of $49,295.00. If the requested amendment is approved, our new contract amount will be $73,045.00. The fee for Professional Surveying Services will remain the same. For your reference and convenience, I have attached a revised "Exhibit B" which was included in our original contract.

I sincerely thank you for your consideration of this request and I make myself available for further discussion at 956-702-8880 or my email at saul@samengineering-surveying.com.

Respectfully,

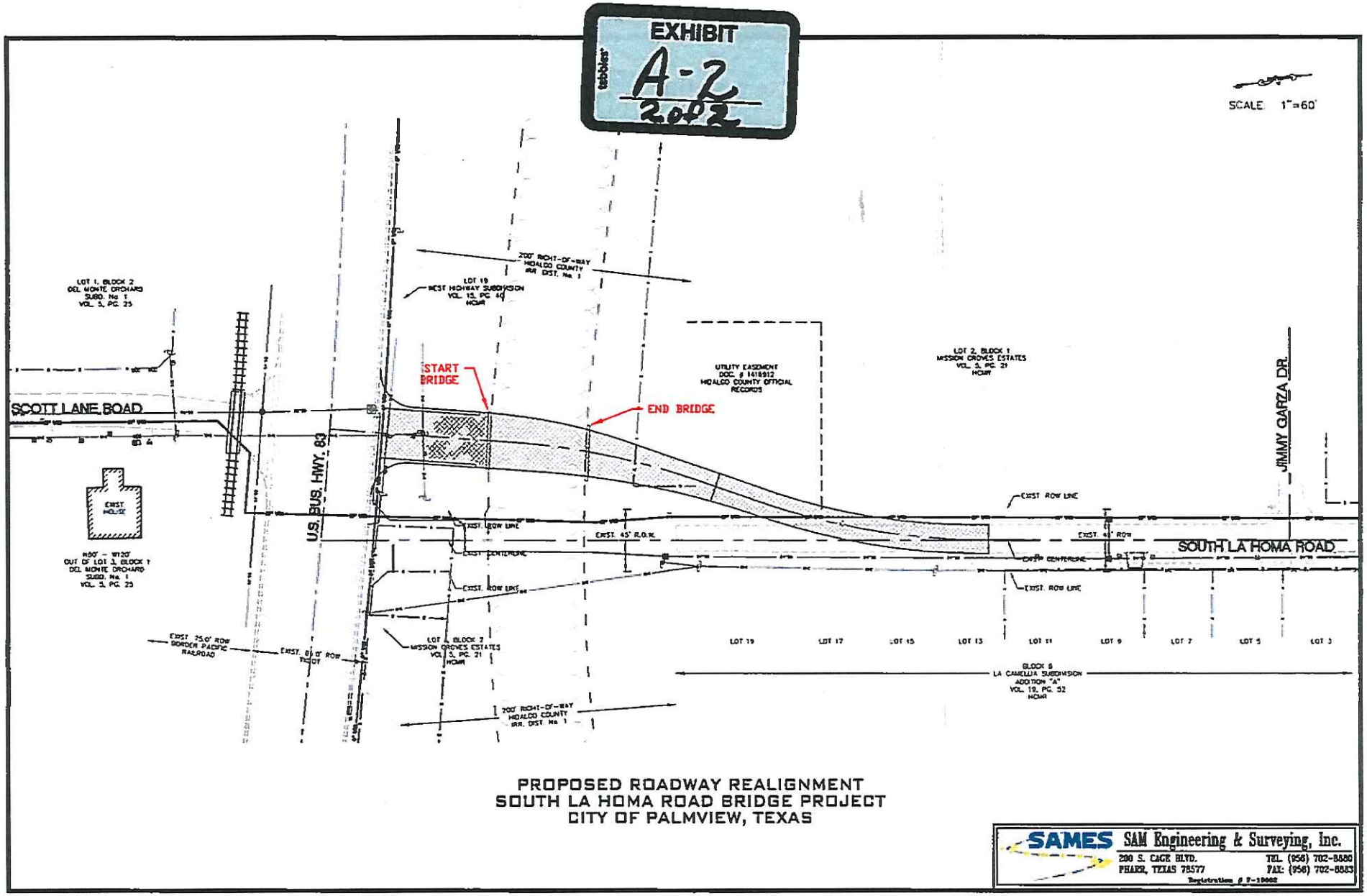
Saul D. Maldonado, PE, SIT
Principal – SAMES, Inc.

Enclosures: Exhibit A (1 Sheet)
Exhibit B (1 Sheet)

Cc: Ramon Segovia – City of Palmview

EXHIBIT
A-2

EXHIBIT
A-2
2022



PROPOSED ROADWAY REALIGNMENT
SOUTH LA HOMA ROAD BRIDGE PROJECT
CITY OF PALMVIEW, TEXAS

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD. TEL. (956) 702-8800
PHARR, TEXAS 78577 FAX: (956) 702-8883

Exhibit B

Fee Proposal

"Contract Amendment No. 2"

City of Palmview – Urban County Program
2013 STREET IMPROVEMENTS PROJECT
SOUTH LA HOMA ROAD BRIDGE PROJECT

We propose to provide the services described in Exhibit A for a lump sum amount of **$73,045.00**, which represents an estimate of hourly services to be provided by our staff at SAMES, Inc. and the staff at the geotechnical consultant. It should be noted that the above stated line item includes several related services that are required to complete the proposed improvements and are listed as follows:

Task 1: Surveying Phase Services $6,635.00

Task 2: Geotechnical Report and Construction Material Testing Services ..... ~~$7,975.00~~ $14,950.00

Task 3: Engineering Design Plans & Specification ..... ~~$34,685.00~~ $51,460.00

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:
2017-193615

Date Filed:
04/17/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SAMES, Inc.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County- Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

501355031150005500
Professional Engineering Services for La Homa Road Bridge

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.

TOMAS ANTONIO LUNA
Notary Public, State of Texas
My Commission Expires
April 27, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SAMUEL MALDONADO, this the 17th day of APRIL, 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
	TOMAS LUNA	DESIGN MGR.

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:
2017-193615

Date Filed:
04/17/2017

Date Acknowledged:
04/17/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SAMES, Inc.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County- Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

501355031150005500
Professional Engineering Services for La Homa Road Bridge

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-59429 **Urban County** **12. D.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, Urban County Program, on behalf of Hidalgo County Precinct No. 1, is requesting approval of a best and final negotiated contract in the amount of $19,220.29 with Raba Kistner, Inc. for geotechnical and construction material testing services for the Delta Area Connector/East Lateral Project (Phase I and III) funded by the General Land Office (GLO).

BACKGROUND

Raba Kistner has submitted a best and final offer for the required construction material testing services for the Delta Area Connector/ East Lateral Project which consists of geotechnical and construction material testing services. Raba Kistner was the highest ranked firm by Commissioner's Court on 12/13/2016. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Geo-Tech Firm: Raba Kistner Consultants, Inc.
Contract Amount:$43,415.64

Phase I	$ 9,555.97
Phase II	$ 9,664.32
Total	$19,220.29

GLO Account Number: 6540-62-0303-5200-6200 Phase I
GLO Account Number: 6541-62-0309-5200-6200 Phase III

Fiscal Impact

Attachments

Agreement
BAFO I
BAFO III
FORM 1295
Legal Approval
Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 01:57 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Sandra Regalado Started On: 04/13/2017 01:40 PM
Final Approval Date: 04/13/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the 18TH DAY OF APRIL , 2017 by and between HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program ("County") and RABA KISTNER CONSULTANTS, INC. of McAllen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing "CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis) for projects with HIDALGO COUNTY URBAN COUNTY PROGRAM (the "Services");

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

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

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the Delta Area Connector East Lateral Project Phase I, Phase III.

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

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

agrees to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

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

3. Term. This Agreement is for a period of one (1) year, effective April 18, 2017, and will expire April 18, 2018 or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization” particularly described in Exhibit “D”.

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

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

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

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

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

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

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

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

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

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

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

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

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

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

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and

goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any County or other agency or entity assistance needed to resolve the situation: and

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

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

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

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

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

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

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

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

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

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

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

21. VENUE. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto,

including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: **HIDALGO COUNTY URBAN COUNTY PROGRAM**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABA KISTNER CONSULTANTS, INC.**
Attn: Jorge L. Perez, Supervisor CME
800 E. Hackberry
McAllen, Texas 78501

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

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

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

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

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

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

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

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

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ENGINEER:
RABA KISTNER CONSULTANTS, INC.

By: _____

Printed Name JORGE L. PEREZ

Title: SUPERVISOR, CME

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: APRIL 4, 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
By: Stephen L. Crain, Attorney
On: 4/13/2017

ATTACHMENTS:

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

EXHIBIT A
-Scope of Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT C
-Engineer Contract Rates

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, acting by and through the Hidalgo County Urban County Program, hereinafter called the "Owner," and, _____. professional engineers of _____, _____ Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide Construction material testing engineer services.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 19,222.29.This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___4_____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
PURCHASE ORDER NUMBER: _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _April 18, 2017____ as indicated below and effective as of __18th___day of _April , 2017.

THE ENGINEER:

_____
By: JORGE L. PEREZ, SUPERVISOR, CME

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and RABA KISTNER CONSULTANTS, INC., Professional Engineers of, Pharr, Texas, hereinafter called the "Engineer".

WITNESSETH

WHEREAS, the Owner and the Engineer executed the Agreement on the ____ day of _____ 20 ____ concerning Engineering for Construction Material Testing Services ____ hereinafter referred to as the ("Project"); and,

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

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

A. AGREEMENT

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

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

_____
_____
_____
_____
_____
_____

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

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

THE ENGINEER:

_____

By: JORGE L. PEREZ, SUPERVISOR, CME

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance

RABA KISTNER
CONSULTANTS

Proposal No. PMD17-024-00
February 24, 2017

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Mr. P.R. Avila II, Assistant Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Avenue
Alamo, Texas 78516

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. 1 GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase I
Hidalgo County, Texas

Dear Mr. Avila:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project. **RKCI is the Geotechnical Engineer of record for this project and would be a valuable team member during the construction of this project.**

Our opinion of probable cost of additional services for this project is as follows:

Phase I:	$ 28,850.80
Previously Awarded:	$ 19,294.83
Amount Needed to Complete Project	**$ 9,555.97**

Our proposed scope of services and estimated item quantities are REVISED based upon our interpretation of the updated project plans and specifications downloaded from the DropBox website link provided to us via electronic-mail transmittal on Monday, August 3, 2015, from Mr. Oscar Cancino, P.E. with Dos Logistics, Inc., the civil engineering firm, and Thursday, January 17, 2017 from Mr. Eduardo Mendez with Dos Logistics, Inc., and are without the aide of the general contractor's schedule. Please note that this proposal also reflects our understanding of the modification of the precast concrete type structures to the cast-in-place concrete type structures. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/EA

Attachments: Basic Charges
Project Data Sheet
Standard Terms and Conditions
Schedule of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase I
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	5	$1,116.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	5	$407.50
3. Sieve Analysis -200	$55.00	each	4	$220.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	14	$668.50
6. Proof Rolling Observation	$47.75	hour	6	$286.50
7. Field Density Test - Roadway Crossings (Assume 12 Densities / Roadway Crossings)	$20.50	each	84	$1,722.00
8. Technician Time - Density Testing - Roadway	$47.75	hour	42	$2,005.50
9. Vehicle Travel Charge	$46.75	trip	28	$1,309.00
Subtotal				**$7,790.25**
Concrete for CIP Structures (Boxes, Headwalls & Wingwalls)				
1. Concrete Compressive Strength Tests	$15.00	each	235	$3,525.00
2. Technician Time for Concrete Testing	$47.75	hour	86	$4,106.50
3. Air Content	$28.00	each	47	$1,316.00
4. Vehicle Travel Charge - Sampling	$46.75	trip	27	$1,262.25
5. Technician Time - Pick Up Specimens	$47.75	hour	42	$2,005.50
6. Vehicle Travel Charge - Pick Up	$46.75	trip	20	$935.00
Subtotal				**$13,150.25**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	48	$2,748.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	6	$1,653.00
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	6	$606.00
4. Vehicle Travel Charge	$46.75	trip	6	$280.50
Subtotal				**$5,287.50**
Other:				
1. Overtime Technician Charge	$71.63	hour		
2. Project Administration(Markup of Invoiced Billing Cycle)	10%			$2,622.80
Subtotal				**$2,622.80**
			GRAND TOTAL	**$28,850.80**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. **LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,**

15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

    Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

    Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Proposal No. PMD17-026-00
February 24, 2017

Mr. P.R. Avila II, Assistant Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Avenue
Alamo, Texas 78516

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. 1 GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase III
Hidalgo County, Texas

Dear Mr. Avila:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project. **RKCI is the Geotechnical Engineer of record for this project and would be a valuable team member during the construction of this project.**

Our opinion of probable cost of additional services for this project is as follows:

Phase III:	$ 23,276.00
Previously Awarded:	$ 13,611.68
Amount Needed to Complete Project	**$ 9, 664.32**

Our proposed scope of services and estimated item quantities are REVISED based upon our interpretation of the updated project plans and specifications downloaded from the DropBox website link provided to us via electronic-mail transmittal on Monday, August 3, 2015, from Mr. Oscar Cancino, P.E. with Dos Logistics, Inc., the civil engineering firm, and Thursday, January 17, 2017 from Mr. Eduardo Mendez with Dos Logistics, Inc., and are without the aide of the general contractor's schedule. Please note that this proposal also reflects our understanding of the modification of the precast concrete type structures to the cast-in-place concrete type structures. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/EA

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Attachments: Basic Charges
Project Data Sheet
Standard Terms and Conditions
Schedule of Fees

Copies submitted: Above (1)

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase III
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	4	$893.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	4	$326.00
3. Sieve Analysis -200	$55.00	each	3	$165.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	9	$429.75
6. Proof Rolling Observation	$47.75	hour	4	$191.00
7. Field Density Test - Roadway Crossings (Assume 12 Densities / Roadway Crossings)	$20.50	each	48	$984.00
8. Technician Time - Density Testing - Roadway	$47.75	hour	24	$1,146.00
9. Vehicle Travel Charge	$46.75	trip	14	$654.50
Subtotal				**$4,844.25**
Concrete for CIP Structures (Boxes, Headwalls & Wingwalls)				
1. Concrete Compressive Strength Tests	$15.00	each	180	$2,700.00
2. Technician Time for Concrete Testing	$47.75	hour	84	$4,011.00
3. Air Content	$28.00	each	36	$1,008.00
4. Vehicle Travel Charge - Sampling	$46.75	trip	32	$1,496.00
5. Technician Time - Pick Up Specimens	$47.75	hour	60	$2,865.00
6. Vehicle Travel Charge - Pick Up	$46.75	trip	25	$1,168.75
Subtotal				**$13,248.75**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	24	$1,374.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	4	$1,102.00
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	4	$404.00
4. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$3,067.00**
Other:				
1. Overtime Technician Charge	$71.63	hour		
2. Project Administration(Markup of Invoiced Billing Cycle)	10%			$2,116.00
Subtotal				**$2,116.00**
			GRAND TOTAL	**$23,276.00**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. **LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,**

15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Proposal No. PMD17-026-00
February 24, 2017

Attachment II

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

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:
2017-177027

Date Filed:
03/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

6540-62-0303-5200-6200-UCP-SR
Phase I (Round 2.1) Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, Gary W.	San Antonio, TX United States	X	
Raba, William L.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ROSIE OLEARY
Notary Public, State of Texas
Comm. Expires 07-05-2020
Notary ID 12017765

Gary W Raba
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary W. Raba, this the 10th day of March, 20 17, to certify which, witness my hand and seal of office.

Rosie O'leary
Signature of officer administering oath

ROSIE O'leary
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2017-177029

Date Filed:
03/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Raba Kistner, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
6541-62-0309-5200-6200-UCP-SR
Phase III (Round 2.2) Construction Materials Engineering and Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Raba, Gary W.	San Antonio, TX United States	X	
Raba, William L.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ROSIE OLEARY
Notary Public, State of Texas
Comm. Expires 07-05-2020
Notary ID 12017765

Gary W Raba
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary W. Raba, this the 10th day of March, 20 17, to certify which, witness my hand and seal of office.

Rosie O'Leary — Signature of officer administering oath
Rosie O'Leary — Printed name of officer administering oath
Notary — Title of officer administering oath

Zimbra **sandra.regalado@co.hidalgo.tx.us**

RE: Professional Service Agreement

From : Steve Crain <scrain@atlashall.com> Thu, Apr 13, 2017 12:25 PM
Subject : RE: Professional Service Agreement
To : 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

The agreement is fine.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Thursday, April 13, 2017 10:46 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Professional Service Agreement

Good Morning

Attached please find the Professional Service Agreement for RABA KISTNER CONSULTANTS, INC. for your review and/or approval. I just received the insurance for them. It is the one I sent you on March 30th.

Please feel free to contact me should you have any questions.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2017

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 Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205	**CONTACT NAME:** Nancy Pruski **PHONE (A/C, No, Ext):** 210-222-2161 x 262 **FAX (A/C, No):** 210-222-1618 **E-MAIL ADDRESS:** npruski@catto.com
INSURED Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Indemnity of America 25666 **INSURER B :** Travelers Casualty Ins Co of 19046 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1644617727 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contract. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			630-6H263592-TAI-16	10/1/2016	10/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $0
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			P-810-6H263592-TAI-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6H31004A-43-G	10/1/2016	10/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible Collision Deductible	$1,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project Name: Hidalgo County Urban County Program GLO Contract #12-406-000-6453 / DRS210068 Delta Area Connector / East Lateral Drainage Ph I, II, and IIIRK Project No: AMD15-071-00

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 E. Duranta Avenue
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-59433 **Urban County** **12. E.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with RDH Site and Concrete, LLC in the amount of $102,732.00 (base bid & alternate). UCP Fiscal Year 29 (2016) Elsa – Street Improvement funds will be utilized.

BACKGROUND

The Urban County Program has requested and received bids for the City of Elsa – Street Improvements E. Ciro Caceres St. SWG Engineering, LLC prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on April 5, 2017. After review the project engineer recommended RDH Site and Concrete, LLC as the lowest of thirteen (13) qualified bidders. (See attached recommendation letter from Randy Winston, P.E., bid tabulation sheet, contract, certificate of liability insurance and HB 1295 form).

Funds Available: $ 198,463.32 FY 29 (2016) Street Improvements

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: April 28, 2016

Fiscal Impact

Attachments

RDH Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 02:06 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Sandra Regalado Started On: 04/13/2017 01:56 PM

Final Approval Date: 04/13/2017

CONSTRUCTION CONTRACT

This Agreement entered into this **April 18, 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 RDH Site and Concrete, LLC **(a corporation)** (a partnership) (an individual) of **Palmview,** 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 Elsa – Street Improvements E. Ciro Caceres St.**
PROJECT No.: **5016-25-0311-5000-2500-UCP-ML**
PROJECT DESCRIPTION: **Street Improvements**

hereinafter called the project, for the sum of **($102,732.00) – One hundred thirty-two thousand seven hundred thirty-two dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **SWG Engineering, LLC** 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 **(45) Forty-Five** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two Hundred Fifty 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.

Name of Signatory: Dianaly de Hoyos
General Manager

Name of Firm: RDH Site and Concrete, LLC

Address: 3809 Chavel St., Suite D.
Palmview, Texas 78572

Federal I.D./S.S.: 46-5377221

STATE OF TEXAS '

'

COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20 17 ,

by Dianaly de Hoyos, General Manager of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna, Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: April 28, 2016

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: April 5, 2017	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: City of Elsa - Street Improvements- E. Ciro Caceres St.	
BID NO: 5016-25-0311-5000-2500-UCP-ML **Addendum 1 Required**	**PROCURMENT SPECIALIST:**

BID/ RFB #	NAME OF COMPANY	ADDENDUM NO. 1 ACKNOWLEDGED	BASE BID	ALTERNATE #1	BID BOND OR CHECK INCLUDED
#1	Castle Enterprises, LLC	ACKNOWLEDGED	$131,401.77	$17,124.75	INCLUDED
#2	2GS, LLC dba Earthworks Enterprise	ACKNOWLEDGED	$129,043.00	$23,220.00	INCLUDED
#3	Rigney Construction	NOT ACKNOWLEDGED	$136,360.40	$5,534.10	INCLUDED
#4	GNH Company, LLC	ACKNOWLEDGED	$107,239.00	$2,902.50	INCLUDED
#5	EON Industries, LLC	ACKNOWLEDGED	$260,882.50	$10,739.25	INCLUDED
#6	Foremost Paving, Inc.	ACKNOWLEDGED	$126,525.60	$9,675.00	INCLUDED
#7	Diamond Eight Industries, LLC	ACKNOWLEDGED	$179,017.00	$34,830.00	INCLUDED
#8	M.J.A. Construction, LLC	ACKNOWLEDGED	$138,837.00	$15,770.25	INCLUDED
#9	G & T Paving	ACKNOWLEDGED	$113,633.79	NO BID	INCLUDED
#10	Artillery, LLC	ACKNOWLEDGED	$234,069.00	$19,350.00	INCLUDED
#11	RG Enterprises, LLC	ACKNOWLEDGED	$239,024.80	$37,152.00	INCLUDED
#12	Texas Cordia Construction, LLC	ACKNOWLEDGED	$190,069.00	$15,480.00	INCLUDED
#13	RDH Site Concrete, LLC	ACKNOWLEDGED	$98,862.00	$3,870.00	INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

Randy C. Winston, P.E., President
Alfonso Gonzalez, P.E., Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Humberto Lopez, EIT, Associate

April 10, 2017

Re: City of Elsa – Street Improvements East
Ciro Caceres Street

Mr. Juan Jose Ybarra
City Manager
City of Elsa
P. O. Box 427
Elsa, Texas 78543

Dear Mr. Ybarra:

We have reviewed the bids received Wednesday, April 5, 2017 for the City of Elsa Street Improvements East Ciro Street. RDH Site Concrete of Pharr, TX was the low bidder in the amount of $102,732.00 for the Base Bid and Add Alternate. Based on their work experience and the current project they have completed, we find their work to be satisfactory. Therefore, we recommend that the contract be awarded to RDH Site Concrete for the Base Bid and Add Alternate in the amount of $102,732.00. A copy of the bid tabulation is enclosed for your review and files.

If you have any questions, please feel free to call.

Sincerely,

SIGLER, WINSTON, GREENWOOD
& ASSOC.

Randy Winston, P.E.

Randy Winston, P.E.

RW:cm

cc: Ms. Diana Serna, UCP Executive Director, Urban County Program, 427 E. Duranta, Suite 107, Alamo, Texas 78516 w/encl.

Bid Tabulation
City of Elsa Street Improvements E . Ciro Caceres St.
April 5, 2017 @ 9:30 AM

Base Bid Item	Description	Quantity	Unit	RDH Site Concrete 1201 E. Moore Road #89 Pharr, TX 78577		GNH Company, LLC P. O. Box 752 Alamo, TX 78516		G&T Paving, LLC P. O. Box 5136 Brownsville, TX 78523		Foremost Paving P. O. Box 29 Weslaco, TX 78599		2GS, LLC P. O. Box 595 Penitas, TX 78576	
1.	Existing Manhole Ring & Cover Adjustment	7	Ea.	$300.00	$2,100.00	$300.00	$2,100.00	$250.00	$1,750.00	$1,000.00	$7,000.00	$600.00	$4,200.00
2.	Existing Manhole Modifications	3	Ea.	$1,000.00	$3,000.00	$1,500.00	$4,500.00	$350.00	$1,050.00	$1,300.00	$3,900.00	$1,100.00	$3,300.00
3.	Existing Type C-C Inlet Modification	2	Ea.	$2,500.00	$5,000.00	$800.00	$1,600.00	$350.00	$700.00	$2,800.00	$5,600.00	$2,500.00	$5,000.00
4.	Remove and Replace Existing Curb & Gutter	121	LF	$25.00	$3,025.00	$15.00	$1,815.00	$17.99	$2,176.79	$50.00	$6,050.00	$35.00	$4,235.00
5.	150 lb/s.y. HMAC	7,335	S.Y.	$8.80	$64,548.00	$11.00	$80,685.00	$11.10	$81,418.50	$10.00	$73,350.00	$9.00	$66,015.00
6.	Mill 4' Wide Pavement and Caliche Base	2,262	S.Y.	$1.50	$3,393.00	$2.00	$4,524.00	$4.25	$9,613.50	$3.80	$8,595.60	$11.50	$26,013.00
7.	Striping	1	LS	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$4,900.00	$4,900.00
8.	Traffic Control	1	LS	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$6,500.00	$6,500.00
9.	Storm Water Pollution Prevention Plan Contractor to Submit all Required Permits, NOI, NOT, etc., in Compliance with all State and National Permitting	1	LS	$3,500.00	$3,500.00	$500.00	$500.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$3,900.00	$3,900.00
10.	Pothole Repair Fill and Compact	1	LS	$5,500.00	$5,500.00	$2,500.00	$2,500.00	$3,600.00	$3,600.00	$6,500.00	$6,500.00	$1,100.00	$1,100.00
11.	Saw cut and remove 6" from Station 14+60 to 15+10 and add new caliche base to provide a uniform and and dense finished surface. Compact to 95% of standard protctor density.	145	SY	$8.80	$1,276.00	$25.00	$3,625.00	$12.00	$1,740.00	$22.00	$3,190.00	$16.00	$2,320.00
12.	Saw-cut, remove and replace existing curb and valley gutter.	13	SY	$40.00	$520.00	$30.00	$390.00	$45.00	$585.00	$180.00	$2,340.00	$120.00	$1,560.00
Total - Base Bid					**$98,862.00**		**$107,239.00**		**$113,633.79**		**$126,525.60**		**$129,043.00**
Add Alternate													
1.	Glaspave Asphalt Reinforcement System	1,935	S.Y.	$2.00	$3,870.00	$1.50	$2,902.50		No Bid	$5.00	$9,675.00	$12.00	$23,220.00
Total - Add Alternate					$3,870.00		$2,902.50				$9,675.00		$23,220.00
Total Base Bid and Add Alternate					$102,732.00		$110,141.50		$113,633.79		$136,200.60		$152,263.00

* Figures in italics have been corrected.

Castle Enterprises, LLC 2210 Marro Rd. Monte Alto, TX 78537		Rigney Construction LLC 7011 N. Seminary Rd. Edinburg, TX 78541	MJA Construction 3100 Hackberry Ave. Mission, TX 78574		Diamond Eight Industries P. O. Box 471 Santa Rosa, TX 78593		Texas Cordia 3149-A Center Pointe Dr. Edinburg, TX 78539		Artillery, LLC 3714 Buenos Aires Edinburg, TX 78539		RG Enterprises, LLC 711 E. Wisconsin Rd Edinburg, TX 78539		EON Industries 3712 Santa Lucia St. Mission, TX 78572
$690.00	$4,830.00	* Did not acknowledge Addendum No. 1 - Submitted incorrect bid proposal.	$1,200.00	$8,400.00	$1,700.00	$11,900.00	$1,300.00	$9,100.00	$500.00	$3,500.00	$540.00	$3,780.00	Submitted incorrect bid proposal.
$2,139.00	$6,417.00		$2,800.00	$8,400.00	$3,250.00	$9,750.00	$2,100.00	$6,300.00	$1,800.00	$5,400.00	$1,020.00	$3,060.00	
$2,139.00	$4,278.00		$3,200.00	$6,400.00	$3,250.00	$6,500.00	$2,500.00	$5,000.00	$2,500.00	$5,000.00	$900.00	$1,800.00	
$18.63	$2,254.23		$11.00	$1,331.00	$18.20	*$2,202.20*	$38.00	$4,598.00	$20.00	$2,420.00	$27.60	$3,339.60	
$10.64	$78,044.40		$9.00	$66,015.00	$10.04	*$73,643.40*	$10.00	$73,350.00	$20.00	$146,700.00	$15.60	$114,426.00	
$8.28	$18,729.36		$12.00	$27,144.00	$17.25	$39,019.50	$8.00	$18,096.00	$15.00	$33,930.00	$15.60	$35,287.20	
$2,760.00	$2,760.00		$3,835.00	$3,835.00	$5,500.00	$5,500.00	$4,000.00	$4,000.00	$12,000.00	$12,000.00	$11,400.00	$11,400.00	
$5,520.00	$5,520.00		$4,500.00	$4,500.00	$20,500.00	$20,500.00	$9,720.00	$9,720.00	$7,500.00	$7,500.00	$5,984.00	$5,984.00	
$2,208.00	$2,208.00		$5,500.00	$5,500.00	$3,500.00	$3,500.00	$7,000.00	$7,000.00	$4,000.00	$4,000.00	$8,984.00	$8,984.00	
$2,760.00	$2,760.00		$5,000.00	$5,000.00	$2,000.00	$2,000.00	$40,400.00	$40,400.00	$7,000.00	$7,000.00	$7,784.00	$7,784.00	
$18.09	$2,623.05		$9.40	$1,363.00	$24.50	$3,552.50	$45.00	$6,525.00	$40.00	$5,800.00	$24.00	$3,480.00	
$75.21	$977.73		$73.00	$949.00	$75.00	$975.00	$460.00	$5,980.00	$63.00	$819.00	$19.60	*$254.80*	
	$131,401.77			**$138,837.00**		***$179,042.60***		**$190,069.00**		**$234,069.00**		***$199,579.60***	
$8.85	$17,124.75		$8.15	$15,770.25	18	$34,830.00	$8.00	$15,480.00	$10.00	$19,350.00	$19.20	$37,152.00	
	$17,124.75			$15,770.25		$34,830.00		$15,480.00		$19,350.00		$37,152.00	
	$148,526.52			$154,607.25		*$213,872.60*		$205,549.00		$253,419.00		*$236,731.60*	

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

RDH Site and Concrete, LLC

DUNS: 079449412 CAGE Code: 75K21
Status: Active

1201 E Moore Rd 89
Pharr, TX, 78577-6449 ,
UNITED STATES

Expiration Date: 06/30/2017
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: RDH Site and Concrete, LLC
Business Type: Business or Organization
Last Updated By: Dianaly De Hoyos
Registration Status: Active
Activation Date: 06/30/2016
Expiration Date: 06/30/2017

Exclusion Summary

Active Exclusion Records? No

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2017

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
SALAZAR INSURANCE AGENCY
6421 N 10th, Ste 160
Mc Allen, TX 78504

CONTACT NAME: NANCY OR LINDA
PHONE (A/C, No, Ext): (956) 631-0004 FAX (A/C, No): (956) 630-3209
E-MAIL ADDRESS: nancy@salazarinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: KINSALE INS. CO.	
INSURER B: AMTRUST NORTH AMERICA	
INSURER C: KINSALE INS. CO.	C
INSURER D: TEXAS MUTUAL INS. CO.	
INSURER E:	
INSURER F:	

INSURED
RDH SITE & CONCRETE LLC
3809 CLAVEL ST., SUITE D
PALMVIEW, TX 78572
956-502-5426
956-784-1366

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	0100035525	02/01/17	02/01/18	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		KPP1038565	05/26/16	05/26/17	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		0100035523-0	02/01/17	2/01/18	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0001300743	02/03/17	02/03/18	[ ] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		X						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: CITY OF ELSA STREET IMPROVEMENTS EAST CIRO CACERES STREET.
PROEJCT #: 5016-25-0311-5000-2500-UCP-ML

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
427 E. DURANTA AVENUE
SUITE 107
ALAMO, TEXAS 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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:
2017-191440

Date Filed:
04/12/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RDH SITE & CONCRETE, LLC
PALMVIEW , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5016-25-0311-5000-2500-UCP-ML
Project Name: City of Elsa Street Improvements East Ciro Caceres Street Improvements
Description of Services: Street Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
De Hoyos , Rogelio	Pharr, TX United States	X	
De Hoyos , Dianaly	Pharr, TX United States	X	
Garza, Denise	Palmview , 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.

Christina Puente
My Commission Expires
05/19/2018

Denise Garza
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Denise Garza, this the 12 day of April, 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
	Christina Puente	Notary Public

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-191440

Date Filed:
04/12/2017

Date Acknowledged:
04/13/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RDH SITE & CONCRETE, LLC
PALMVIEW , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5016-25-0311-5000-2500-UCP-ML
Project Name: City of Elsa Street Improvements East Ciro Caceres Street Improvements
Description of Services: Street Improvements

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		Controlling	Intermediary
De Hoyos , Rogelio	Pharr, TX United States	X	
De Hoyos , Dianaly	Pharr, TX United States	X	
Garza, Denise	Palmview , 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-59275 **Urban County** **12. F.**

CC - REGULAR

Meeting Date: 04/18/2017

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

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to execute the 2016-2020 Colonia Self Help Center (SHC) Program agreement between the County of Hidalgo Urban County Program and Proyeto Azteca

BACKGROUND

The Urban County Program (UCP) requested proposals to enter into a contract with a non-profit organization that has demonstrated ability to carry out colonia self help activities. A committee met and evaluated the proposals received. The criteria used in the evaluation process included past experience, capacity to perform project activities and leveraging of additional funding. The UCP requests approval enter into an agreement with Proyecto Azteca for the 2016-2020 Hidalgo County Colonia Self Help Center project in the amount $570,000.

Fiscal Impact

Attachments

Agreement Proyecto Azteca 2016-2020 SHC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/06/2017 04:52 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Olga Lerma		Started On: 04/05/2017 04:30 PM
Final Approval Date: 04/13/2017		

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

IMPLEMENTATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO ACTING BY AND THROUGH ITS URBAN COUNTY PROGRAM AND PROYECTO AZTECA, INC. TO THE 2016-2020 COLONIA SELF-HELP CENTER PROJECT

SECTION 1. PARTIES TO AGREEMENT

This Agreement is made and entered by and between the County of Hidalgo acting by and through its Urban County Program (UCP) and Proyecto Azteca, Inc., a Texas nonprofit corporation, for the purpose of implementing the 2016-2020 Hidalgo County Colonia Self-Help Center Project, funded through Texas Community Development Program Contract Number 7216003 between Hidalgo County and the Texas Department of Housing and Community Affairs, herinafter called the TDHCA.

SECTION 2. SELF – HELP CENTER COLONIA TARGET AREAS

The Hidalgo County Self – Help Center Project will serve the **Whitewing, Roadrunner #2, Linda Vista Estates, Muniz and Carlos Acres Subdivisions**, in Hidalgo County.

SECTION 3. AGREEMENT PERIOD

This Agreement shall commence on April 18, 2017 and terminate on September 1, 2020 unless otherwise agreed to in writing by both parties. Any time extensions of the date of Contract Number 7216003 between the County and TDHCA will be automatically incorporated into this implementation Agreement with Proyecto Azteca without written amendment thereto.

SECTION 4. PERFORMANCE BY COUNTY

Hidalgo County shall be responsible for administering and serving as the fiscal agent for the Colonia Self-Help Center Project, consistent with TDHCA Contract Number 7216003 between TDHCA and Hidalgo County. Said contract is hereby incorporated in it's entirely by reference and made a part of this implementation Agreement with Proyecto Azteca.

SECTION 5. PERFORMANCE BY PROYECTO AZTECA

Proyecto Azteca hereby agrees to satisfy the project performances listed below as part of the implementation of the Colonia Self-Help Center Project, consistent with TDHCA Contract No. 7216003 and the terms and considerations outlined herein.

A. Proyecto Azteca shall carry out the activities for each colonia target area, as outlined in Exhibit "A" of TDHCA Contract No. 7216003, said exhibit being referred to as the Performance Statement, which is attached to this Agreement.

B. Proyecto Azteca shall carry out the activities for each colonia target area, as specified in Section 5.A above, in a manner that does not exceed the grant amount budgeted for such

activities in Exhibit "B" to TDHCA Contract No. 7216003, said exhibit being referred to as Self-Help Center Budget, which is attached to this Agreement.

C. Proyecto Azteca shall implement the Colonia Self-Help Center Project consistent with the Project Implementation Schedule in Exhibit "C" of TDHCA Contract No. 7216003, which is attached to this agreement. Proyecto Azteca will not start work, however, until it receives a notice to proceed from the County. In the event of a conflict in the start date between Exhibit "C" and the notice to proceed, the notice to proceed shall govern.

D. Proyecto Azteca shall implement the Colonia Self-Help Center Project in full compliance with the applicable laws and regulation outlined in Exhibit "D" of TDHCA Contract No. 7216003, said exhibit being referred to as Applicable Laws and Regulations, which is attached to this Agreement.

E. Proyecto Azteca will provide all necessary personnel to implement the Colonia Self-Help Center Project. Proyecto Azteca will provide all necessary plans, specifications, documents, reports, inspection, and insurances that may be needed for project completion.

F. Proyecto Azteca shall provide all required program information regarding the progress of the Colonia Self-Help Center Project to the County and/or TDHCA monitors and shall have agency representatives available during monitoring visits to Proyecto Azteca or designated colonia target areas.

G. Proyecto Azteca shall maintain proper program records and provide any necessary reports to document low and moderate income beneficiaries by race, ethnicity, gender, and disability status as may be required by the County and/or TDHCA.

H. Proyecto Azteca shall assist Hidalgo County in order to comply with all TDHCA citizen participation requirements, including the scheduling and conducting of any public hearings necessary to re-designate colonia target areas, make substantial changes in the performances outlined herein, or institute project close-out proceedings.

I. Proyecto Azteca shall assist Hidalgo County to perform any necessary studies, assessments or evaluations that may be needed to serve Self-Help Colonia target areas.

J. Proyecto Azteca shall submit to the County no later than the fifth (5th) day of the month after the end of each calendar quarter of the contract period a Quarterly Progress Report of all construction and non-construction activities by budget categories performed pursuant to Exhibit "A", Performance statement, and of the expenditures and obligation of funds by budget category made pursuant to Exhibit "B", Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by TDHCA and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

K. The Quarterly Progress Report attached to this agreement as Exhibit "E" shall include Colonia Self-Help Center Project expenditures as well as "Other" leveraged funds provided by Proyecto Azteca. The "Other" leveraged funds shall be delineated by source of funding

and designated colonia per applicant in order to document allocation of total funds for said unit as required by TDHCA.

L. Proyecto Azteca will provide a single draw request at completion of each minor repair, rehabilitation, reconstruction project and/or education class. Minor repairs, rehabilitations, reconstruction projects will be in the form of an invoice indicating the name and address of the assisted family, the work completed, proof of inspection (TREC if required) and pictures of the completed work along with Form 28 (Building Contractors Request for Payment) attached to this agreement as Exhibit "F" made available by TCHCA. All other required documentation will be maintained in the clients individual project file as required by the TDHCA. For education classes Proyecto Azteca will provide an invoice for each class with Form 23 (Public Service Draw Request) made available by TDHCA and attached to this agreement as Exhibit "G".

M. Proyecto Azteca draw requests must comply with Texas Administrative Code, Title 10 Community Development, Part 1. Texas Department of Housing & Community Affairs, Chapter 25, Colonia Self-Help Centers Application Requirements, Rule 25.5, Number 6 (A): the Administration line item many not exceed 15 percent of the total budget; (B) the Public Service line item many not exceed 7.5 percent of the total budget; (C) the Application must identify at least 15 percent of the budget will be allocated for direct Self-Help activities; (D) the amount of leveraged funding, if applicable; and (E) Direct Delivery Cost for all construction activities, exclusive of Rehabilitation, cannot exceed 10 percent for each budget line each item. Direct Delivery Costs for Rehabilitation are limited to 15 percent of budget line item. As requested by TDHCA, draws requesting reimbursement for Proyecto Azteca expenditures via Colonia Self-Help Center Program construction activities per applicant mush demonstrate evidence of supportive documents reflecting expenditure of "other funds" in order to process said request.

N. At construction completion, Proyecto Azteca will provide an original completed project file for each client to the County with the required Progress Report as described in Section 5, Part J, of this Agreement.

SECTION 6. LIMIT OF LIABILITY AND RECAPTURE OF FUNDS

The total of all payments and obligations to be incurred by Proyecto Azteca under this agreement shall not exceed five hundred and seventy thousand dollars ($570,000.00) or the actual amount of grant funds authorized by TDHCA Contract No. 7216003 for UCP.

In the event Proyecto Azteca fails to fulfill its obligations under this Agreement, Proyecto Azteca shall be liable to Hidalgo County for an amount not to exceed Proyecto Azteca grant funding from TDHCA Contract No. 7216003. Proyecto Azteca further agrees to reimburse Hidalgo County for any TDHCA funds expended by Hidalgo County pursuant to its performance under this Agreement, if County suspends or terminates this Agreement due to nonperformance by Proyecto Azteca. Furthermore, if the persons to benefit from activities described in the "Performance Statement" attached hereto as Exhibit A are not receiving the services or a benefit as a result of non compliance procedures by Proyecto Azteca activities, Proyecto Azteca is liable to the County and /or TDHCA for any disallowed cost.

SECTION 7. AMENDMENTS TO AGREEMENT

This Agreement may be amended by mutual consent of both parties of the purpose of undertaking additional work or providing programmatic clarifications. All amendments shall incorporate all the terms and conditions contained in this Agreement.

Any work or programmatic clarification requiring a budget modification or amendment must be pre-approved by UCP and TDHCA prior to any expenditures or obligation of funds by Proyecto Azteca.

SECTION 8. CONFLICT OF INTEREST

No officer or employee of Proyecto Azteca, no member of the Counties' governing bodies, and no person who exercises any function or responsibility to this Agreement, shall participate in any decision relating to this Agreement which affects his/her pecuniary interest.

SECTION 9. POLITICAL/SECTARIAN ACTIVITY

None of the performances rendered pursuant to this Agreement shall involve, and no portion of the funds provided for in this Agreement shall be used, for political, sectarian, or religious activities.

SECTION 10. INDEMNIFICATION

To the extent permitted by Texas State Law and Constitution, Proyecto Azteca shall indemnify and hold County harmless from all suits, actions or claims of any character due to any intentional or negligent act committed by Proyecto Azteca or its agents pursuant to this Agreement.

To the extent permitted by Texas State law and the Constitution, County shall indemnify and hold Proyecto Azteca harmless from all suits actions or claims of any character due to any intentional or negligent act committed by County or their agents pursuant to this Agreement.

SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS

Proyecto Azteca shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner which conforms to TDHCA program requirements. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. Proyecto Azteca shall retain such record, and any supporting documentation, for the greater of three years from closeout of this Agreement or the actual period required by TDHCA or other applicable laws and regulations.

Proyecto Azteca shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting office, the Auditor of the State of Texas, TDHCA, and Hidalgo County, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other prepares, things, or property belonging to or in use by Proyecto Azteca pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Proyecto Azteca. Proyecto Azteca agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Law.

SECTION 12. MONITORING

Hidalgo County reserves the right to perform periodic on-site monitoring of Proyecto Azteca's compliance with the terms and conditions of this Agreement and the adequacy and time lines of Proyecto Azteca's performances. After each monitoring visit, Hidalgo County shall provide Proyecto Azteca with written a report of the monitor's findings. If the monitoring report notes deficiencies in Proyecto Azteca's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Proyecto Azteca. Failure by Proyecto Azteca to take action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided below.

SECTION 13. TERMINATION

Hidalgo County shall have the right to terminate this agreement, in whole or in part, any time before the date of completion specified in Section 3 of this Agreement whenever Hidalgo County determines that Proyecto Azteca has failed to comply with any term of this Agreement. Hidalgo County shall notify Proyecto Azteca in writing thirty (30) day prior to the date of termination, stating the reasons for such termination, the effective date of such termination, and in the case of partial termination, the portion of the Agreement to be terminated.

Either of the parties to this Agreement shall have the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing , upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the Agreement to be terminated.

SECTION 14. LITIGATION AND CLAIMS

Proyecto Azteca shall give Hidalgo County immediate notice in writing of any legal action, including legal proceedings before an administrative agency, filed against Proyecto Azteca arising out of the performance of any obligation herein. Except as otherwise directed by Hidalgo County, Proyecto Azteca shall furnish immediately to Hidalgo County copies of all pertinent papers or information received by Proyecto Azteca with respect to such actions, proceedings, or claims

SECTION 15. VENUNE

The parties agree that the venue for any litigation pertaining to this Agreement will be in Hidalgo County, Texas.

WITNESS THE HAND OF THE PARTIES TO THIS AGREEMENT acting through their duty authorized representatives on the 18th day of April 2017.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

PROYECTO AZTECA, INC.

By: _____
Ann W. Cass

Its: Executive Director

Date: _____

Reviewed as to form on
April 4, 2017 by:
Steve Crain, Atlas,
Hall & Rodriguez LLC

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on April 18, 2017 by Judge Ramon Garcia as Hidalgo County Judge.

(seal)

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on April 18, 2017 by Ann W. Cass as Executive Director of Proyecto Azteca, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A
PERFORMANCE STATEMENT
COLONIA SELF HELP CENTER
HIDALGO COUNTY

Service Provider shall carry out the following activities in the Hidalgo County Colonia Self Help Center (SHC) service area colonias of **Whitewing Subdivision, Roadrunner #2, Linda Vista Estates, Muniz and Carlos Acres** as identified in its 2016 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled.

7. Public Service **$ 20,000.00**

Tool Lending Library

Service Provider shall operate one (1) tool lending library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonia who are building or repairing their residence or installing necessary residential infrastructure. The tool lending library will provide a minimum of four hundred (400) tool checkouts and all resources shall be prioritized for the residents of the Colonia Self Help Center service area.

This activity shall benefit one thousand eight hundred thirty eight (1,838) persons of which one thousand one hundred eighty three (1,183) or sixty four percent (64%) are of low-to moderate income.

15b. Not Feasible for Rehabilitation (Reconstruction) **$550,000.00**

Reconstruction

Service Provider shall conduct **eleven (11) reconstructions** of housing units for residents of the Colonia Self Help Center service area at an average cost of fifty thousand dollars ($50,000.00). The reconstructed homes must meet the local adopted code or, in the absence of local adopted code, must meet a minimum the 2015 International Residential Code (not including P2904, "Dwelling Unit Fire Sprinkler System"). The homes must alos meet Health and Safety Code Chapter 388, "Texas Building Energy Performance Standards"; Tex. Gov't Code 2306.514, "Construction Requirements for Single Family Affordable Housing"; and all other applicable codes, requirements, zoning ordinances.

These activities shall benefit thirty (33) persons, of which thirty (33) or one hundred percent (100%) are of low to moderate income.

EXHIBT B
BUDGET

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
1	Acquisition Disposition			
2	Clearance			
3	Center/ Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/ Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$20,000.00		$ 20,000.00
8	Relocation			
9	Rehabilitation(use 9a or 9b)			
9a	Residential Rehabilitation			
9b	Commercial Rehabilitation			
10	Public Housing Moderation			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a,14bor 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For– profit Entities			
14c	14c Micro enterprise or Small Business			
15	New Construction (use 15a, 15b, or 15c			
15a	Last Resort			
15b	Not Feasible for Rehabilitation (Reconstruction)	$550,000.00	$ 220,000.00	$770,000.00
15c	Other 105 (a) 15 (New Construction)			
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	**$570,000.00**	**$220,000.00**	**$790,000.00**

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE GUIDELINE

Years 1 and 2

ACTIVITY/MILESONTE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Construction (Initiation)										X														
18-Month Milestone (30% Expended)																		X						

Years 3 and 4

ACTIVITY/MILESONTE/THRESHOLD	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
30-Month Milestone (60% Expended)						X																		
42-Month Milestone (90% Expended)																		X						
Final Inspections																							X	
Final Milestone (100% Expended)																							X	
Close-Out																							X	

Contract Start Date
April 28, 2017

Contract End Date
September 1, 2020

EXHIBIT D
THE APPLICABLE LAWS AND REGUALTIONS

Proyecto Azteca shall comply with the Act and Regulations specified in Section 3 of this contract and OMV Circular and federal regulations in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R.Part 205); and with all other federal, state, and local laws and regulations at the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit Contract.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.R.R. Part I, "Nondiscrimination Federally Assisted programs of the Department of Housing and Urban Development – Effectuation of T the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3602 et sq amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Subrecipient comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basic imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sect 6101 et seq.)

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development C.F. R. Part 8. By signing this contract, the Subrecipient understands and agrees that the activities funded by operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S. 4152 et seq.), including the use of the telecommunications device for deaf person (TDDs) or equally communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Sec. 276a-276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec 874).

III. EMPLOYMENT OPPORTUNITITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec 1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-based Paint Poisoning Prevention Act (42 U.S.C. Sec 4831(b)) and the pro established by TDHCA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 C.F.R. Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assumed environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply the provision of the National Environmental Policy Act of 1969, as amended and the Council Environmental Quality regulations contained in 40 C.F.R. part 1500 through 1508. This inc responsibility for compliance with the applicable provisions and requirements of the Federal laws authorities specified in §58.5. The responsible entity must certify that it has complied with the requirement that would apply to HUD under these laws and authorities and must consider the criteria, standards and regulations of these laws and authorities.

(a) Historic Properties

(1) The National Historic Preservation Act 1969 as amended (16 U.S.C. 470 et seq.), partial sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section projects.

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, (36 FR 8921), 3 C.F. R. 1971-1975 Comp., p. 559, particularly section 2 (c).

(3) Federal historic preservations regulations as follows:

(i) 36 C.F.R. part 800 with respect HUD programs other than Urban Development Action (UDGA) and
(ii) 36 C.F.R. part 801 with respect UDAG

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation of 1974 (16 U.S.C. 469 et seq.), particularly Section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

(1) Executive Order 1988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R. Comp., p. 117, as interpreted in HUD regulations as 24 C.F.R. part 55, particularly section the order (For an explanation of the relationship between the decision-making process in 24 part 55 as this part, see §55.10 of this subtitle A.)

(c) Coastal Zone Management

(1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.), as amended, partial section 307(c) and (d) (16 U.S.C. 1456 (c) and (d)).

(d) Sole source aquifers

(1) The Safe Drink Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq. and 21 U.S.C. 3 amended; particularly section 1424(e) (42 U.S.C. 300h-3(e).
(2) Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic River Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278 (b) and (c))

(g) Air quality

(1) Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly sections 176(c) and U.S.C 7506 (c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) particularly sections 1504( ) 1541 (7 U.S.C. 4201 (b) and 4202).
(2) Farmland Protection Policy (Department of Argiculture-7 C.F.R. part 685).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone

notification requirement in 24 51.303 (a)(3)

(2) HUD Notice 79-33, Policy Guidance of Address the Problems Posed by Toxic Chemical Radioactive Materials, September 10, 1979).

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice for Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. P. 85

(k) Other requirements

Section 24 C.F.R. Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section et seq.), 24 C.F.R. Part 42, C.F.R. 570.606 §104 (d) of the Housing and Community Development A in 24 C.F.R. Part 42.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 – Equal Protection of the Laws for Faith- Based and Organization, (67 FR 77141).

EXHIBIT D
Quarterly Reports

Contract No.: 712013

Locality Name: Hidalgo County

Quarterly Reporting Period: ☐ Jan-Mar 20__ ☐ Apr-Jun 20__ ☐ Jul-Sep ☐ Oct-Dec 2012

1	2			3	4								
	TxCDBG Funds			Other Funds	Proposed				Activity this Quarter		Actual / To Date		
Line Item #, Activity & Subactivity (if applicable)	a. Current Budget	b. Total Drawn	c. Balance Remaining	Expenditures To Date	d. Deliverables	e. Total Beneficiaries	f. Total L/M Beneficiaries	g. Deliverables	h. Total Beneficiaries	i. Total L/M Beneficiaries	j. Deliverables	k. Total Beneficiaries	l. Total L/M Beneficiaries
7. Public Service *Tool Lending Library checkouts* 15b. Not feasible for Rehabilitation								-	-	-	-	-	-
Reconstruction 15c. Other 105(a)(15)(New Construction)								-	-	-	-	-	-
RE Construction								-	-	-	-	-	-
Total:	$ -	$ -	$ -	$ -									

MINORITY BUSINESS STATUS

Contractor/Subcontractor Name ***List all contracts awarded this quarter only***	**Contract Amount**			**Column Codes:** ***See instructions for codes***						
	CDBG Dollars	Other Funds	Total Dollars	A	B	C	D	E	F	G

Certification by SHC representative:

_____

EXHIBIT F
BUILDERS CONTRACTS REQUEST FOR PAYMENT (Form 28)

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program

EQUAL HOUSING OPPORTUNITY

Building Contractor's Request for Payment

County: _____ Contract Number: _____

Homeowner: _____ Contractor: _____

Address: _____

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

_____ The information presented on this form is true and complete to the best of my knowledge.

_____ Construction or other work performed to date on the above-referenced address has been satisfactorily completed according to the attached itemized invoice.

_____ All expenses for which payment is being requested herein were incurred on the above-referenced address.

I hereby request inspection and authorization of payment for work completed to date in the amount of:

$_____

Signature of Contractor: _____ Date: _____

Homeowner Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice, contingent upon concurrence with the Colonia Self Help Center authorized representative.

_____ For **small home repair**, I certify that I have received the attached list of materials in accordance with the work write-up and that all work has been completed, inspected, and approved by the Colonia Self Help Center authorized representative.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

$_____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice.

_____ For **small home repair**, I certify that the attached list of materials is in accordance with the work write-up, was delivered to the above-referenced home and that all work has been completed, inspected, and approved.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

$_____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____

EXHIBIT G

Draw Checklist (Form 23)

Texas Department of Housing and Community Affairs

Colonia Self Help Center Program

EQUAL HOUSING OPPORTUNITY

Public Services Draw Checklist

County: _____ Contract Number: _____

Required Documentation per Activity - Form A203/A204 is required for every draw request.

Tool Lending Library

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) for purchases materials, tools, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Include itemized invoice(s).

Solid Waste Removal

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s), weight(s), disposal cost(s), colonias served, number of beneficiaries, and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Include itemized invoice(s) describing the date(s) of service, colonias served, number of beneficiaries, and tonnage receipts.

Computer Access

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized receipt(s) detailing date(s) detailing purchased materials and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Include itemized invoice(s) describing purchased materials.

Classes - Submit an additional Form 23 for different classes being sought for reimbursement

Type of Class(es): _____

☐ Work performed by the county

Salaries - Only actual hours worked directly on this address are eligible for reimbursement and must be documented. Support documentation must include timesheet(s) signed by the supervisor and employee, breakdown of hours worked for the work week, hourly rate of pay. Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.
Attach Forms 20 and 30 (21 and 29 as applicable).

☐ Work performed by CSHC Provider

Itemized invoice(s) detailing date(s) of service, number of participants, cost per class, sign in sheet(s), and procurement costs/fees.

The Texas Department of Housing and Community Affairs reserves the right to request additional documentation as deemed necessary.

Refer to the Activity File Documentation Checklist (Form 2) for documentation that is to be maintained by the county.

☐ All required documentation has been reviewed, approved and submitted.

County Representative Signature: _____ Date: _____

County Representative Printed Name: _____

☐ All required documentation has been reviewed, approved and submitted, and ORACLE has been updated.

OCI Representative Signature: _____ Date: _____

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

RE: Proyecto

From : Steve Crain <scrain@atlashall.com> Tue, Apr 04, 2017 02:34 PM

Subject : RE: Proyecto

To : 'Michelle Mendoza' <michelle.mendoza@co.hidalgo.tx.us>

Looks OK.

-----Original Message-----
From: Michelle Mendoza [mailto:michelle.mendoza@co.hidalgo.tx.us]
Sent: Tuesday, April 04, 2017 1:29 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Proyecto

Here you go, Marynel.. thank you

Michelle L. Mendoza
Coordinator, HOME Division
Hidalgo County - Urban County Program
Phone: (956) 787-8127
Fax: (956) 318-2988

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Michelle Mendoza" <michelle.mendoza@co.hidalgo.tx.us>
Sent: Tuesday, April 4, 2017 12:48:33 PM
Subject: Proyecto

Hi Michelle:

See the attached, please call our office if you have any questions.

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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From : Michelle Mendoza <michelle.mendoza@co.hidalgo.tx.us> Tue, Apr 04, 2017 01:28 PM

Subject : Re: Proyecto 1 attachment

To : Steve Crain <scrain@atlashall.com>

Here you go, Marynel.. thank you

Michelle L. Mendoza
Coordinator, HOME Division
Hidalgo County - Urban County Program
Phone: (956) 787-8127
Fax: (956) 318-2988

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Michelle Mendoza" <michelle.mendoza@co.hidalgo.tx.us>
Sent: Tuesday, April 4, 2017 12:48:33 PM
Subject: Proyecto

Hi Michelle:

See the attached, please call our office if you have any questions.

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
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2016 Colonia Agreement - UCP and Proyecto Azteca.doc
708 KB

From : Steve Crain <scrain@atlashall.com> Tue, Apr 04, 2017 12:48 PM

Subject : Proyecto 1 attachment

To : Michelle Mendoza <michelle.mendoza@co.hidalgo.tx.us>

Hi Michelle:

See the attached, please call our office if you have any questions.

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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received this in error, please reply and notify the sender (only) and delete the message.

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DOC001.pdf
37 KB

AI-59265 **Urban County** **12. G.**

CC - REGULAR

Meeting Date: 04/18/2017

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

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval to re-certify Proyecto Azteca Community Housing Development Organization (CHDO) within the County of Hidalgo.

2. Requesting approval to execute the 2016 HOME/CHDO agreement for Proyecto Azteca

BACKGROUND

The Urban County Program requested proposals from non-profit housing organizations and a CHDO grading committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The UCP requests approval to execute the FY 2016 CHDO agreement for Proyecto Azteca as follows:

Proyecto Azteca - $400,000 – to build single family homes for low to moderate-income families that are below 80% of the area median income for Hidalgo County.

Fiscal Impact

Attachments

Agreement for Grant HOME Funds
1295
1295
correction
ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2017 09:08 AM
Merlen P. Munoz	Merlen P. Munoz	04/11/2017 10:06 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Olga Lerma Started On: 04/05/2017 10:20 AM

Final Approval Date: 04/13/2017

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on April 18, 2017 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and PROYECTO AZTECA ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2016 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on December 1, 2018, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $400,000 utilizing FY 2016 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of five (5) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide five (5) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	July, 2017
Acquisition	August, 2017
Securing ALL Pre-qualified Prospective Buyers	June, 2018
Homeownership Counseling	June, 2018
Construction Specifications and Cost Estimates	June, 2017
Construction Bids	June, 2017
Sign Sales Contract (last unit)	June, 2018
Construction Start (last unit)	July, 2018
End Construction (last unit)	November, 2018
Sale/Loan Closing (last unit)	November, 2018

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental

authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $117,647 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$_____	$_____
Acq./Construction	$ 25,000	$_____	$ 25,000
Hard Costs	$ 375,000	$ 27,500	$ 402,500
Soft Costs	$_____	$ 150,000	$ 150,000

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,

b. First and Second Lien Deeds of Trust,
c. First and Second Lien Real Estate Notes, and
d. Right of First Refusal Agreement,

each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the *"Owner Investment Returned First"* recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of titie.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal

Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this

Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested

by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the

applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
    j. Recorded Divorce Decree (if applicable)
    k. Identification Card (DL/SSN/BC)
    l. Purchase Order Request Letter
    m. Commitment Letter to Home Buyer
    n. Copy of Loan Application

o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy
    h. Copy of Home Owner's Insurance
    i. Copy of Recorded Right of First Refusal Agreement
    j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

    a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may

then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $400,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

    b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

    c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 2 CFR 200 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $750,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

   c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

   d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included

within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and

HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

   a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

   b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

   c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

   d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

   e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records

pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps

to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National

Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all

claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Proyecto Azteca
Attention: Ann Williams Cass, Executive Director
PO Box 27
San Juan TX 78589

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County

Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO, URBAN COUNTY PROGRAM

Diana R. Serna, Director

Date

CHDO:

Proyecto Azteca

Ann Williams Cass, Executive Director

Date

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2017, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2017, by Ann Williams Cass, as Executive Director of Proyecto Azteca, a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, 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 any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, 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 Agreement, 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 subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. 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.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement

coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Ann Williams Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2017,

by Ann Williams Cass, on behalf of Proyecto Azteca

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

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:
2017-193910

Date Filed:
04/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Proyecto Azteca
San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
7216003
Texas Department of Housing and Community Affairs Colonia Self Help

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.

PERLA E. LOPEZ
Notary Public, State of Texas
Comm. Expires 09-11-2019
Notary ID 126166325

Carol Ann Cass
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carol Ann Cass, this the 18th day of April, 20 17, to certify which, witness my hand and seal of office.

Perla E Lopez — Perla E Lopez — Notary
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:
2017-193917

Date Filed:
04/18/2017

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.

Proyecto Azteca
San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY2016 HOME
Community Housing Development Organization CHDO

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Hidalgo County Urban County Program

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FY2016 HOME
Community Housing Development Organization CHDO

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		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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Carol Ann Cass
Signature of authorized agent of contracting business entity

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Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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04/18/2017

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Proyecto Azteca
San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7216003
Texas Department of Housing and Community Affairs Colonia Self Help

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $177,500 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$_____	$_____
Acq./Construction	$ 25,000	$_____	$ 25,000
Hard Costs	$ 375,000	$ 27,500	$ 402,500
Soft Costs	$_____	$ 150,000	$ 150,000

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Employer's Comp Associates, Inc.
14350 Proton Rd.
Dallas, TX 75244

CONTACT NAME: Ben McCoy
PHONE (A/C, No, Ext): 972-366-6925 FAX (A/C, No): 972-386-6350
E-MAIL ADDRESS: bmccoy@empcompinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Proyecto Azteca
PO Box 27
San Juan TX 78589-0027

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☑ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐ CLAIMS-MADE ☑ OCCUR						MED EXP (Any one person)	$ 5,000
		2		3AA122139	11/19/2016	11/19/2017	PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☑ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under 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

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
Ben McCoy

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AI-59326 **Health & Human Services Dept.** **13. A.**

CC - REGULAR

Meeting Date: 04/18/2017

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept the Interlocal Cooperation Agreement between UTRGV and the County of Hidalgo. The purpose of the Interlocal is to engage and empower community residents to engage in behaviors and make changes that improve individual and population health and provide interprofessional experience for the UTRGV students involved.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Legal Approval
Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 09:45 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Mike Escaname Started On: 04/10/2017 09:21 AM

Final Approval Date: 04/13/2017

Mike Escaname

From: Nancy Trevino <nancy.trevino@hchd.org>
Sent: Monday, April 10, 2017 11:10 AM
To: 'Mike Escaname'
Cc: Victor Garza
Subject: FW: UTRGV Umbrella Interlocal approval
Attachments: UTRGV.COUNTYOFHIDALGO.AGREEMENT.docx

Mike,
Please see the email below as the final approval from Mr. Garza for the UTRGV – Interlocal.
Please keep for you records and as needed for CC Court.

Respectfully,
Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Coordinator
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, TX 78539

Office: 956-318-2426 Ext. 7337
email: nancy.trevino@hchd.org

***Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system. ***

From: Victor Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Thursday, February 23, 2017 2:16 PM
To: Eduardo Olivarez; Nancy Trevino
Subject: Umbrella Interlocal

Mr. Olivarez,

attached is recommended UTRGV/County of Hidalgo Interlocal...with changes we discussed at the meeting this morning.

thank you for you time and consideration.

respectfully,

Victor M. Garza
Assistant District Attorney

Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

****

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AND THE COUNTY OF HIDALGO

This Agreement is made on this the 18 day of April, 2017 by and between The University of Texas Rio Grande Valley, ("UTRGV"), and the County of Hidalgo, acting by and through the Hidalgo County Health Department ("County"), (collectively, the "Parties"), and pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq.,("Act) as follows:

WITNNESSETH:

WHEREAS, UTRGV is a political subdivision as defined by the Act, and organized under Chapter 79 of the Texas Education Code, is an institution of higher education as defined by Texas Education Code Section 61.003(8) and has a campus in Hidalgo County, Texas; and

WHEREAS, County is a "local government" as defined by the Act, and a political subdivision of the State of Texas, which operates one or more Commisioner's Precinct Community Resources Centers ("Facility" or "Facilities"); and

WHEREAS, UTRGV desires to provide an educational experience for its students, under the direction of UTRGV personnel, through health promotion, education, recreation, disease prevention, community development, and other services ("Services") which will be provided to Hidalgo County residents at one or more Facilities (the "Program"); and

WHEREAS, the goal of the Program is to engage and empower community residents to engage in behaviors and make changes that improve individual and population health in the County of Hidalgo and the surrounding communities, and provide an interprofessional experience for the UTRGV students involved; and

WHEREAS, the Parties recognize the need for improved and more easily accessible Services for the residents of the County of Hidalgo and surrounding communities; and

WHEREAS, UTRGV and County are authorized to enter into this Agreement pursuant to the Act, authorizing local governments to cooperate with political subdivisions to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, in consideration of the mutual promises contained herein, in order to establish and implement the Program involving the students and personnel of UTRGV and the facilities and personnel of the County, the Parties agree to collaborate for the provision of the Services through the Program as follows:

1) **Program**

   a. County shall furnish use of a Facilities by UTRGV at mutually agreed times, including assigning appropriate space on Facility premises for offices and other support-related activities, without cost to UTRGV, for the purpose of facilitating the Program.

   b. UTRGV will design and provide a public service and educational experience for its students, utilizing as necessary the personnel, equipment, and space of one or more Facilities.

   c. The number of students receiving public service and training at an individual Facility will be determined by UTRGV, with due consideration given to individuals available for participation in the Program.

2) **UTRGV's Obligations:** UTRGV, where appropriate, shall:

   a. Require that its students selected for participation in Program have satisfactorily completed all portions of the applicable curriculum that are a prerequisite for participation in the Program.

   b. Inform all faculty, employees, students, and other UTRGV-affiliated personnel participating in the Program that they are required to comply with the rules and regulations of Hidalgo County and the individual Facility while on premises of a Facility and, to the extent applicable, to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Hidalgo County or a Facility.

   c. Provide evidence to Hidalgo County, upon request, that UTRGV employees assigned to the Facility have such licenses, permits or certificates as may be required by law and requested by the Facility.

   d. Remove a student or employee from Program activities at a Facility if it is mutually determined the student or employee has violated the rules and regulations of the Facility, or has engaged in conduct that disrupts the activities carried on at a Facility or threatens the safety of Facility personnel or individuals at the Facility.

3) **County's Obligations:** County, Facility, and their personnel, where appropriate, shall:

a. Furnish use of a Facility by UTRGV at mutually agreed times, including assigning appropriate space on Facility premises for offices and other support-related activities for the purpose of facilitating the Program.

b. Provide internet connection, phone connections, and other items as requested and mutually agreed to by the Parties for supporting Program activities.

c. Provide all maintenance of Facilities to keep it in good repair; provide any insurance(s); ensure that the facility meets all requirements of federal, state, and local laws for UTRGV to provide services in facilitating the Program; provide all utilities; and provide security.

d. Assist UTRGV, as appropriate, with all applicable requirements of any accreditation authority, meeting any regulatory or accreditation requirements related to the program, and assist in the certification of such compliance upon request by UTRGV.

4) General Provisions

a. **Term and Termination.** This Agreement shall commence as of the day and year first written above, and remain in effect until the 1st day of March, 2019. This Agreement may automatically renew for two (2) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties. The Agreement may be terminated earlier by either party in accordance with this Agreement. Either Party may terminate this Agreement without cause by giving the other party thirty (30) days' written notice.

b. **Independent Contractors.** Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of County; they will be considered to be on the premises for the purpose of participating in the Program. County has no authority to dismiss UTRGV employees or students without UTRGV's consent. However, County Facility personnel may make recommendations to and shall retain its full power to control the practice and operations of a Facility.

c. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to a writing specifically referencing this Agreement and signed by an authorized representative of each Party.

d. **Compliance.** The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement including applicable, confidentiality and safety regulations.

e. **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.

f. **Notice.** Except as may be otherwise specifically provided in the Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) send 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 noticed delivered in accordance herewith:

If to County:	Ramon Garcia Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539
With a copy to:	Eduardo Olivarez Chief Administrative Office Department of Health Hidalgo County Courthouse 100 N. Closner Edinburg, Texas 78539
If to UTRGV	Rick Anderson Executive Vice President for Finance and Administration UTRGV 1201 W. University Drive Edinburg, Texas 78539-2999
With a copy to:	Office of Legal Affairs UTRGV 1201 W. University Drive Edinburg, Texas 78539-2999

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 State mail.

g. **Controlling Law.** 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.

h. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each 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.

i. **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.

j. **Non-Discrimination.** The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or UTRGV policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

k. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

l. **Performance of Governmental Functions.** The Parties hereto are 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.

m. **Commitment of Current Revenues.** In the event that during the 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 sixty (90) days written notice to the other party. Each of the parties hereto agrees 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 budge period of each party hereto.

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Havidán Rodríguez, PhD
Provost & Executive Vice President for Academic Affairs

By: _____
Rick Anderson
Executive Vice President for Finance and Administration

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:
COUNTY CLERK

By: _____

Date: _____

AI-59263 **Health & Human Services Dept.** **13. B.**

CC - REGULAR

Meeting Date: 04/18/2017

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

RLSS/LPHS (1293):
1. Requesting approval to accept the Regional Local Services System / Local Public Health Services grant contract #537-18-0225-00001 in the amount of $204,806.00 for the period of 09/01/2017 to 08/31/2019.
2. Requesting approval for County Judge to e-sign the RLSS/LPHS contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $204,806.00.
4. Requesting approval of the budget appropriation in the amount of $102,403.00 for the FY 18 grant period and $102,403.00 for the FY 19 grant period.

BACKGROUND

01/10/17 - AI-57796 - Approval to submit grant application for the RLSS/LPHS program.

Fiscal Impact

CALENDAR YEAR: See Below **ACCT. #:** 7-1293-441-X0-340-006-8-XXX

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

BUDGETARY IMPACT:

Grant fiscal year is 2018 & 2019
County calendar year is 2017
No local match required.

Attachments

Grant Document
Sal Budget
Funding Sources-Email
Appropriation FY18
Appropriation FY19

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 08:48 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Mike Escaname		Started On: 04/05/2017 10:07 AM

Final Approval Date: 04/13/2017

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SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0225-00001
UNDER THE
REGIONAL LOCAL SERVICES SYSTEM/LOCAL PUBLIC HEALTH SERVICES GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("System Agency") pass-through entity and **Hidalgo County** ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Local Public Health Services to improve or strengthen local public health infrastructure within the State of Texas (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 791.

II. DURATION

The Contract is effective on **September 1, 2017** and terminates on **August 31, 2019,** unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **TWO HUNDRED FOUR THOUSAND EIGHT HUNDRED SIX DOLLARS ($204,806.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

Funding for this Contract is dependent on State Appropriations and Federal Grant funds. No work may begin and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an Amended or Ratified Budget which will be incorporated into this Contract by a subsequent Amendment, as necessary.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Department of State Health Services
1100 West 49th Street, MC 1990

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Austin, Texas 78756
Attention: Elma Medina
elma.medina@dshs.state.tx.us

Grantee
Hidalgo County
1304 S. 25th Street
Edinburg, Texas 78542-7205
Attention: Eduardo Olivarez
eddie.olivarez@hchd.org

V. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
Hidalgo County
1304 S. 25th Street
Edinburg, Texas 78542-7205
Attention: Ramon Garcia, County Judge
ramon.garcia@co.hidalgo.tx.us

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VI. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): 1NB01OT009080-01-00
Federal Award Date: 10/1/2017
Name of Federal Awarding Agency: Centers for Disease Control and Prevention (CDC)
CFDA Name and Number: 93.758
Awarding Official Contact Information: Barbara (Rene) Benyard, CDFM, Grants Management Officer CDC, Office of Financial Resources, 2960 Brandywine Road, MS #-01, Atlanta, GA 30341 Telephone: 770-488-2757, rbenyard@cdc.gov
DUNS: 103110834

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0225-00001

DEPARTMENT OF STATE HEALTH SERVICES	**GRANTEE**
_____	_____
David Gruber	Name: _____
Associate Commissioner Division for Regional and Local Health	Title: _____
Date of execution: _____	Date of execution:_____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0225-00001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - BUDGET
ATTACHMENT C - UNIFORM TERMS AND CONDITIONS
ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS
ATTACHMENT E - GENERAL AFFIRMATIONS
ATTACHMENT F - FEDERAL ASSURANCES AND CERTIFICATIONS
ATTACHMENT G - FFATA
ATTACHMENT H - DATA USE AGREEMENT

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ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall perform activities in support of the Preventive Health and Health Services Block Grant, Centers for Disease Control and Prevention (CDC).

B. Grantee shall perform the activities required under this Contract in the following county: Hidalgo County.

C. Grantee will work to improve or strengthen local public health infrastructure within the State of Texas by:

1. Developing objective(s) to address a public health issue;
2. Utilizing resources provided through this Contract to conduct activities and services that provide or support the delivery of essential public health services;
3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this contract; and
4. Developing strategies to improve the delivery of essential public health service(s) to identified service area.

D. Grantee will assess, monitor and evaluate the essential public health activities in accordance with the following standards: the National Public Health Performance Standards, approved by the Centers for Disease Control and Prevention Healthy People 2020 (Healthy People) related goals and objectives; System Agency programmatic grant guidance and performance standards relative to the Grantees identified scope of work; and federal, state or local laws or regulations governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Section must be pre-approved in writing by System Agency.

E. Grantee shall implement its approved Project Service Delivery Plan (PSDP) contained in its FY2018/19 Local Public Health Services Application, which is incorporated herein by reference and made a part of this Contract as if fully set forth herein. The PSDP must include a description of the public health issue(s) or public health program to be addressed by RLSS/LPHS funded staff and measurable objective(s) and activities for addressing the issue. The PSDP must also describe a clear method for evaluating the services that will be provided, as well as recommendations or plans for improving essential public health services delivery based on the results of an evaluation. Any changes to the approved PSDP will require System Agency's written approval.

F. Grantee shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Grantee's PSDP and any written revisions. Grantee shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by System Agency. Failure to submit a required report of additional requested information by the due date specified in this Contract or upon request constitutes breach of contract, may

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result in delay payment, and may adversely affect evaluation of Grantee's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us (The report attached to the electronic mail will be the authorized e-signature copy.) A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

G. Grantee will comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this **Attachment A** and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.System Agency.state.tx.us/grants /forms/b13form.doc. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

B. Grantee will be paid on a monthly basis with acceptable supporting documentation for reimbursement of the required services/deliverables, and in accordance with the Budget in **Attachment B** of this Contract.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

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ATTACHMENT B
BUDGET

Budget Categories	**FY18 Budget Summary**	**FY19 Budget Summary**
Personnel	$61,693.00	$61,693.00
Fringe Benefits	$22,579.50	$22,579.50
Travel	$2,332.00	$2,332.00
Equipment	$0.00	$0.00
Supplies	$8,375.00	$8,375.00
Contractual	$0.00	$0.00
Other	$7,423.50	$7,423.50
Sum of Direct Costs	**$102,403.00**	**$102,403.00**
Indirect Costs	$0.00	$0.00
Sum of Total Direct Costs and Indirect Costs	**$102,403.00**	**$102,403.00**
Less Match (Cash or In-Kind)	$0.00	$0.00
TOTAL	**$102,403.00**	**$102,403.00**

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HHSC Uniform Terms and Conditions Version 2.13
Published and Effective: July 15, 2016
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.13

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

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that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" means Grantee's full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

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Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
c. advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

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the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

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2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

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OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency as directed in this Contract. The Grantee will also submit a copy of the Independent Single or Program-Specific Audit to the OIG, at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to OIG should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

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ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

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7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

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7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

a. Suspending all or part of the Contract;
b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

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The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

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9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR

c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any

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liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

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9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

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9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
   7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

   Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

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d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.

f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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ATTACHMENT D
SUPPLEMENTAL AND SPECIAL CONDITIONS

Supplemental Conditions

THE FOLLOWING SUPPLEMENTAL CONDITION APPLIES TO THIS CONTRACT AND MODIFIES THE HHS UNIFORM TERMS AND CONDITIONS

The following sections of the Uniform Terms and Conditions will not apply to interagency or interlocal contracts authorized under Texas Government Code Chapters 771 and 791, respectively:

1. Debt to State and Corporate Status, Section 2.04;
2. Application of Payment Due, Section 2.05;
3. Insurance, Section 9.02; and
4. Indemnity, Section 9.05.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify the assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF BANKRUPTCY

Grantee shall notify in writing to the assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

SECTION 1.03 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Grantee shall immediately report in writing to the assigned contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in

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any activity subject to reporting under this section to perform direct client services or have

direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing the assigned contract manager within ten days of any change to the Grantee's Contact Person or Key Personnel.

SECTION 1.05 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Health and medical assistance;
b. Assessment of health and medical needs;
c. Health surveillance;
d. Medical care personnel;
e. Health and medical equipment and supplies;
f. Patient or community evacuation;
g. In-hospital care and hospital facility status;
h. Food, drug and medical device safety;
i. Worker health and safety;
j. Mental health and substance abuse;
k. Public health information;
l. Vector control and veterinary services; and
m. Victim identification and mortuary services.

The Grantee has the authority to utilize approximately 5% of staff's time supporting this contract for response efforts. DSHS shall reimburse Contractor up to 5% of this contract funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Grantee shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Grantee shall notify the assigned contract manager in writing when this provision is implemented.

SECTION 1.06 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the

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Contract.

e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

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Attachment E: GENERAL AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.

2. Contractor represents and warrants that all statements and information provided to the Enterprise Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.

3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/**, which Contractor may

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review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the Enterprise Agency; (2) was not at any time during the past four years the executive head of the Enterprise Agency; and (3) does not employ a current or former executive head of the Enterprise Agency.

12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the Enterprise Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the Enterprise Agency.

16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the Enterprise Agency who during the period of state service or employment participated on behalf of the Enterprise Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the Enterprise Agency ceased.

17. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and Enterprise Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to Enterprise Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*

19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering

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into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the Enterprise Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the Enterprise Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Enterprise Agency shall constitute breach of contract and may result in immediate termination of this Contract.

20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to this Contract.

22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HIDALGO COUNTY ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the date signed below ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency ("HHS"), and Hidalgo County, a political subdivision of the State of Texas ("CONTRACTOR"), and incorporated into the terms of HHS Contract No.537-18-0225-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information. ***45 CFR 164.504(e)(1)-(3)***. This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

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(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

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(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in ***45 C.F.R. 160.103***) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. ***45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).***

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(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.524and 164.504(e)(2)(ii)(E).***

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F).***

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528.***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request**.** ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202.***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for

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the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: ***45 CFR 164.504(e)(4)(A).***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B).***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably

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anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306.***

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).***

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. ***45 CFR 164.308(a)(2).***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d).***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

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agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d).***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I).***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information *in motion* includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information *at rest* requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d).***

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

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- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

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(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

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(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

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4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

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(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and

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to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

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(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

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If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7.
AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES	**CONTRACTOR**
BY: _____	**BY:** _____
NAME:	**NAME:**
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

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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.

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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
APPLICANT ORGANIZATION	DATE SUBMITTED

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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:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com | | | | | | - | | | | |	**DUNS Number: 9-digits Required www.sam.gov** | | | | | | | | | |
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits | | | | | | | | | | | | | |	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Title of Authorized Representative	**Date**

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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. <u>Certification Regarding % of Annual Gross from Federal Awards.</u>

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. <u>Certification Regarding Amount of Annual Gross from Federal Awards.</u>

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. <u>Certification Regarding Public Access to Compensation Information.</u>

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.

Provide compensation information here:

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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
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE:

Certificate Of Completion

Envelope Id: 471C3B2D5F20492CBB4F8B7B09BA4803
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Subject: $204,806; HIDALGO COUNTY; 537-18-0225-00001; RLHS-RLSS-LPHS

Source Envelope:

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Signatures: 0
Envelope Originator:

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Jason Jahnke

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Reston, VA 20190

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jason.jahnke@hhsc.state.tx.us

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Ayeola Williams Ayeola.Williams@hhsc.state.tx.us Staff Attorney, System Contracting HHSC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 2/28/2017 Viewed: 3/6/2017 Signed: 3/6/2017
Patty Melchior Patty.Melchior@dshs.state.tx.us Resource Director Department State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	**Completed** Using IP Address: 160.42.85.9	Sent: 3/6/2017 Viewed: 3/6/2017 Signed: 3/6/2017
Ramon Garcia, County Judge ramon.garcia@co.hidalgo.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		Sent: 3/6/2017
Bernie Rodriguez bernie.rodriguez@hhsc.state.tx.us Procurement Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Signer Events	Signature	Timestamp
David Gruber david.gruber@dshs.texas.gov Associate Commissioner for RLHS Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Elma Medina elma.medina@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/28/2017 Viewed: 2/28/2017
Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/28/2017
Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/28/2017
Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/6/2017

Carbon Copy Events	Status	Timestamp
Mike Escaname miguel.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/4/2017 Viewed: 4/4/2017
Eduardo Olivarez eddie.olivarez@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/6/2017
DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2017

Payment Events	Status	Timestamps

RLSS / LPHS FY 18
Grant Application
Salary Budget
09/01/2017 - 08/31/2018
For Budget Purposes Only

RLSS / LPHS FY 18 (program 006)

												Hourly Rate				2017	2018				Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 3% COLA	2017 Budgeted Salary	Actual Salary (General Fund)	Actual Salary (RLSS Progam) (current)	Salary (RLSS Progam) (With 3% COLA)	% of Other Sources Funding	% of RLSS Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2017	# of Hours in 2018	Salary Amount from 09/01/17 - 12/31/17	Salary Amount from 01/01/18 - 08/31/2018	Fiscal Year Salary Amount 09/01/17 - 08/31/18	Monlty Salary	RLSS Grant Projected Salaries	FICA (7.65%	Retirement (11.47%)	Unemployment (1%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G003	192287	Gregorio Sanchez	Public Health Specialist	34,631.00	35,669.93	34,631.00	17,101.00	17,530.00	18,055.90	0.49	0.51	16.6495	17.1490	688	1,392	11,454.87	23,871.41	35,326.28	1,471.93	18,016.40	1,378.25	2,066.48	180.16	169.35	3,213.00	44.43	7,051.68	25,068.08
G006	157473	Alberto Hernandez	System Support Specialist I	42,518.00	43,793.54	42,518.00	-	42,518.00	43,793.54	-	1.00	20.4413	21.0546	688	1,392	14,063.65	29,307.98	43,371.63	1,807.15	43,371.63	3,317.93	4,974.73	433.72	407.69	6,300.00	87.12	15,521.19	58,892.82
				77,149.00	**79,463.47**	**77,149.00**	**17,101.00**	**60,048.00**								**25,518.52**	**53,179.40**	**78,697.91**	**3,279.08**	**61,388.03**	**4,696.18**	**7,041.21**	**613.88**	**577.05**	**9,513.00**	**131.55**	**22,572.87**	83,960.90

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 01/13/2017.
2 A 3% cost of living increase is budgeted from 01/01/18 to 08/31/19. (pending CC approval)
3 2017 fringe benefit rates are used as this is the latest information available at the time this schedule was prepared.
4 Actual work hours in grant period used which total to 2,080 for FY 18 and 2,080 for FY 19.
5 Health Insurance is $525 / month per employee; ($525 * 24 months = $12,600 per grant period per employee). (Prorated for employees that are paid, in part, with general fund)
6 Life Insurance is $43.56 per year, per employee. $43.56 * 2 = $87.12 per grant period per employee)

RLSS / LPHS FY 19
Salary Budget
09/01/2018 - 08/31/2019
For Budget Purposes Only

RLSS / LPHS FY 19 (program 006)

												Hourly Rate				2018	2019				Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2017 Payroll Salary	2017 Budgetd Salary With 3% COLA	2017 Budgeted Salary	Actual Salary (General Fund)	Actual Salary (RLSS Progam) (current)	Salary (RLSS Progam) (With 3% COLA)	% of Other Sources Funding	% of RLSS Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2018	# of Hours in 2019	Salary Amount from 09/01/18 - 12/31/18	Salary Amount from 01/01/19 - 08/31/2019	Fiscal Year Salary Amount 09/01/18 - 08/31/19	Monlty Salary	RLSS Grant Projected Salaries	FICA (7.65%	Retirement (11.47%)	Unemployment (1%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G003	192287	Gregorio Sanchez	Public Health Specialist	34,631.00	35,669.93	34,631.00	17,101.00	17,530.00	18,055.90	0.49	0.51	16.6495	17.1490	696	1,384	11,588.07	23,734.22	35,322.29	1,471.76	18,014.37	1,378.10	2,066.25	180.14	169.34	3,213.00	44.43	7,051.26	25,065.63
G006	157473	Alberto Hernandez	System Support Specialist I	42,518.00	43,793.54	42,518.00	-	42,518.00	43,793.54	-	1.00	20.4413	21.0546	696	1,384	14,227.18	29,139.55	43,366.72	1,806.95	43,366.72	3,317.55	4,974.16	433.67	407.65	6,300.00	87.12	15,520.15	58,886.87
				77,149.00	**79,463.47**	**77,149.00**	**17,101.00**	**60,048.00**								**25,815.24**	**52,873.77**	**78,689.01**	**3,278.71**	**61,381.09**	**4,695.65**	**7,040.41**	**613.81**	**576.98**	**9,513.00**	**131.55**	**22,571.41**	83,952.50

Prepared by Mike Escaname
HCHHSD
12/29/2016
Updated on 04/05/17

Mike Escaname

From: Medina,Elma (DSHS) <Elma.Medina@dshs.texas.gov>
Sent: Wednesday, April 12, 2017 3:17 PM
To: Mike Escaname
Subject: RE: [spam] Question from Hidalgo Co Hlth Dept RLSS/LPHS FY18/19 Contract Allocation

Hello Mike.

Sorry for the delay in responding, but your email went to my Spam folder.

I do not have the exact funding source for the FY18-19 yet. If it turns out to be like current contract's funding source, each year is a combination of federal and state dollars.
Since we had to start the contracting process earlier than normal, we don't have our budget allocation for FY18/19 contracts just yet.

We look forward to shortly thereafter April 18th for the DocuSign signature.

Thank you for your notification

Elma Medina, CTCM
Regional & Local Health & Compliance Branch,
RLH/DCP Contract Management Unit, MC 1990
Department of State Health Services
P.O. Box 149347,
Austin, Texas 78714-9347

WK: 512/776-2181: Fax: 512/776-7112
email: elma.medina@dshs.state.tx.us

TEXAS Health and Human Services | Texas Department of State Health Services

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From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Monday, April 10, 2017 7:52 AM
To: Medina,Elma (DSHS) <Elma.Medina@dshs.texas.gov>
Cc: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: [spam] Question from Hidalgo Co Hlth Dept RLSS/LPHS FY18/19 Contract Allocation

Good morning Ms. Medina:

We will be presenting our RLSS/ LPHS contract to our Commissioner's Court for acceptance on April 18, 2017. The contract will be signed shortly afterwards.

In the meantime, I do have a question. The contract's second page has the CFDA number listed on it; however, I'm needing to confirm whether both fiscal years and both amounts are all federal funds or are the awards for each year combined with state funds.

If state funds are included, I'd appreciate if you can provide the breakdown for each fiscal year.

Thanks,

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

From: Medina,Elma (DSHS) [mailto:Elma.Medina@dshs.state.tx.us]
Sent: Tuesday, December 13, 2016 11:31 AM
To: eddie.olivarez@hchd.org
Cc: Brenda Salazar; Mike Escaname
Subject: Hidalgo Co Hlth Dept RLSS/LPHS FY18/19 Contract Allocation

Dear Contractor:

This letter is to notify you of your award for the FY18/19 Regional and Local Services System/Local Public Health Services (RLSS/LPHS) contract in the amount of $204,806. This amount is for a two-year contract term.

The total allocation amount for FY18 (09/01/2017 through 08/31/2018) is $102,403
The total allocation amount for FY19 (09/01/2018 through 08/31/2019) is $102,403

The total amount of this Contract will not exceed $204,806

The renewal forms, instructions, sample forms and budget forms are enclosed. For assistance in completing the renewal packet, please contact Elma Medina at 512-776-2181.

Please submit the FY18/19 RLSS/LPHS Renewal Documents via email to LocalPHTeam@dshs.state.tx.us by Friday, January 13, 2017, 5:00 p.m. (Please reference your entity's name and FY18/19 in the subject line, example: XYZ Local Public Health Dept., FY18/19 RLSS/LPHS.)

The attached documents include:

- Form A Face Page
- Contact Information
- Categorical Budget Forms

- Project Service Delivery Plan reflecting the Public Health Issue(s) needing to be addressed: Essential Public Health Service(s) to be provided: Measurable Objective(s); and, Performance Measures(s), Activities, Evaluation/Improvement Plan, and Deliverables. Note: A Service Delivery Plan must be completed for each public health issue or public health program addressed by LPHS funded staff.
- Template – FY18/19 LPHS Project Service Delivery Plan/Quarterly and Final Performance Report.

RLSS/LPHS contracts are based on expected state appropriations funding levels and are contingent on continued availability of funding. Therefore, DSHS Regional and Local Health Services will process contracts with State appropriated funds allocated for FY18 and FY19. Adjustments to contracts may be necessary depending on the final budget appropriation of state funds.

Sincerely,
Elma Medina, CTCM,
Contract Manager,
Regional & Local Health Services & Compliance Branch
Attachments

Happy Holidays!

Best Regards,

Elma Medina **| Contract Manager**

****

Elma Medina, CTCM
Regional & Local Health & Compliance Branch,
RLH/DCP Contract Management Unit, MC 1990
Department of State Health Services
P.O. Box 149347,
Austin, Texas 78714-9347

WK: 512/776-2181: Fax: 512/776-*7112*
email: elma.medina@dshs.state.tx.us



Please note My email address has changed to reflect @dshs.texas.gov domain. Please be sure to update your contact information with the new address.

DATE: April 18, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-00-340-006-8-XXX RLSS / LPHS

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		
7-1293-441-00-340-006-8-113	RLSS / LPHS - Reg F/T Employees	$ 61,693.00
Fringes		
7-1293-441-00-340-006-8-211	RLSS / LPHS - Health Insurance	$ 9,513.00
7-1293-441-00-340-006-8-212	RLSS / LPHS - Life Insurance	$ 70.00
7-1293-441-00-340-006-8-220	RLSS / LPHS - FICA	$ 4,719.50
7-1293-441-00-340-006-8-230	RLSS / LPHS - Retirement	$ 7,076.00
7-1293-441-00-340-006-8-250	RLSS / LPHS - Unemployment Comp	$ 618.50
7-1293-441-00-340-006-8-260	RLSS / LPHS - Workers Comp	$ 582.50
Travel		
7-1293-441-00-340-006-8-581	RLSS / LPHS - Travel In-County	$ 1,296.00
7-1293-441-00-340-006-8-583	RLSS / LPHS - Travel Out-Of-County	$ 1,036.00
Supplies		
7-1293-441-00-340-006-8-610	RLSS / LPHS - General Supplies	$ 6,000.00
7-1293-441-00-340-006-8-761	RLSS / LPHS - Software	$ 2,375.00
Other		
7-1293-441-00-340-006-8-550	RLSS / LPHS - Printing & Binding	$ 3,598.50
7-1293-441-00-340-006-8-584	RLSS / LPHS - Registration	$ 3,825.00
	TOTAL APPROPRIATION	$ 102,403.00
7-1293-331-12-340-006-8-000	RLSS / LPHS - Grant Revenue	$ 102,403.00
	TOTAL APPROPRIATION	$ 102,403.00

REASON: To appropriate the RLSS / LPHS grant award for FY 18.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: April 18, 2017

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 7-1293-441-10-340-006-8-XXX RLSS / LPHS

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		
7-1293-441-10-340-006-8-113	RLSS / LPHS - Reg F/T Employees	$ 61,693.00
Fringes		
7-1293-441-10-340-006-8-211	RLSS / LPHS - Health Insurance	$ 9,513.00
7-1293-441-10-340-006-8-212	RLSS / LPHS - Life Insurance	$ 70.00
7-1293-441-10-340-006-8-220	RLSS / LPHS - FICA	$ 4,719.50
7-1293-441-10-340-006-8-230	RLSS / LPHS - Retirement	$ 7,076.00
7-1293-441-10-340-006-8-250	RLSS / LPHS - Unemployment Comp	$ 618.50
7-1293-441-10-340-006-8-260	RLSS / LPHS - Workers Comp	$ 582.50
Travel		
7-1293-441-10-340-006-8-581	RLSS / LPHS - Travel In-County	$ 1,296.00
7-1293-441-10-340-006-8-583	RLSS / LPHS - Travel Out-Of-County	$ 1,036.00
Supplies		
7-1293-441-10-340-006-8-610	RLSS / LPHS - General Supplies	$ 6,000.00
7-1293-441-10-340-006-8-761	RLSS / LPHS - Software	$ 2,375.00
Other		
7-1293-441-10-340-006-8-550	RLSS / LPHS - Printing & Binding	$ 3,598.50
7-1293-441-10-340-006-8-584	RLSS / LPHS - Registration	$ 3,825.00
	TOTAL APPROPRIATION	$ 102,403.00
7-1293-331-12-340-006-8-010	RLSS / LPHS - Grant Revenue	$ 102,403.00
	TOTAL APPROPRIATION	$ 102,403.00

REASON: To appropriate the RLSS / LPHS grant award for FY 19

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-59221 **Health & Human Services Dept.** **13. C.**

CC - REGULAR

Meeting Date: 04/18/2017

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion and presentation of the proposed Uniform Hospital Rate Increase Program (UHRIP).
2. Discussion, consideration and approval to draw down funds for the Uniform Hospital Rate Increase Program in the amount to be determined by HHSC instructions from the Local Provider Participation Fund (LPPF) with a transfer date of May 1. 2017.
3. Approval of Certification of Revenues as certified by the County Auditor from the Local Provider Participation Fund in the amount to be determined by HHSC instructions.
4. Approval of 2017 appropriations of funds from the LPPF in the amount to be determined by HHSC.

BACKGROUND

Sponsoring governmental entities must be able to transfer the estimated amount of expenditures for the rate increases in the SDA for the first six months of the state fiscal year, plus ten percent that will be returned by HHSC unless needed to cover higher-than-expected expenditures, no later than May 1, 2017.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1258-444-240-006-3-843

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

BUDGETARY IMPACT:

Final amount pending. Appropriation will be attached when final amount is provided by HHSC. Current funding sources available as of 4/12/17 are as follows:

1. Fund 1258 LPPF Fund Balance available to appropriate = $6,813,363.08
2. Fund 1258 LPPF Revenues available to certify and appropriate = $19,144,480.02

Attachments

Info & Checklist

Proposed Rule 353.1301

Proposed Rule 353.1305

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2017 02:55 PM
Merlen P. Munoz	Merlen P. Munoz	04/12/2017 10:59 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Dairen Sarmiento Started On: 03/31/2017 02:29 PM

Final Approval Date: 04/13/2017

Regional Uniform Rate Increase Information and Checklist

The Texas Health and Human Services Commission (HHSC) is currently seeking approval from the Centers for Medicare and Medicaid Services (CMS) to implement regional managed-care uniform rate increases for hospital services beginning September 1, 2017. If approved, the rate increases would reduce hospitals' Medicaid shortfall in the managed care service delivery areas in which they are implemented.

This information and checklist is intended to guide hospitals and governmental entities within a Medicaid managed-care service delivery area (SDA) in: (1) understanding the uniform rate increase concept; (2) evaluating the feasibility and benefits of implementing uniform rate increases within their SDA; and (3) timely submitting the required information for HHSC to determine whether a rate increase can be implemented in the SDA beginning September 1, 2017. Should information in this document conflict with language in the related Texas Administrative Code rules once they are adopted, the rules will control.

KEY COMPONENTS OF THE REGIONAL UNIFORM RATE INCREASE PROPOSAL:

- An SDA must have at least one governmental entity that agrees to provide the non-federal share of all expenditures under the program in that SDA for at least one state fiscal year, including state administrative costs, as well as risk margins, premium taxes, and administrative fees included in payments to the managed care organizations (MCOs).
    - This is required because HHSC will be contractually obligated to pay the MCOs in the SDA a capitation payment that includes amounts attributable to the directed rate increase.
- HHSC will identify the class or classes of hospital within each SDA eligible for the rate increase.
- All MCOs within the SDA will be required to pay the increased rates to all contracted hospitals within each identified class.
- All MCO-contracted hospitals within an identified class will receive the same percentage rate increase from the base rate (generally, the rate paid to the hospital by the MCO before the rate increase).
- The percentage rate increases may vary between classes.
- The rate increases may apply to all or a subset of inpatient services, outpatient services, or both, as directed by HHSC.
- Stakeholders will have input into decisions about classes of hospital, services subject to the rate increases, and the percentage increase applicable to each class, but HHSC retains the final decision-making authority on these aspects of the program.
- Sponsoring governmental entities must be able to transfer the estimated amount of expenditures for the rate increases in the SDA for the first six months of the state fiscal year, plus ten percent that will be returned by HHSC unless needed to cover higher-than-expected expenditures, no later than May 1, 2017.
- Sponsoring governmental entities must transfer additional funds at such times and in such amounts as directed by HHSC to ensure the availability of funding of the non-federal share of the state's expenditures for the remainder of the fiscal year.
- CMS must approve HHSC's contracts with Medicaid MCOs that include the directed rate increases.
- If there is a disallowance of federal matching funds by CMS on the basis of an impermissible provider donation, the governmental entities responsible for the non-federal share must transfer funds to HHSC in the amount of the disallowed federal funds.

Because of the complexities of this program, stakeholders interested in learning more about implementing a uniform hospital managed-care rate increase in their SDA should contact HHSC's lead on this program, Gary Young, at (512) 707-6098 or gary.young@hhsc.state.tx.us.

Regional Uniform Rate Increase Information and Checklist

HHSC MUST RECEIVE THE FOLLOWING INFORMATION NO LATER THAN MARCH 1, 2017, FOR HOSPITALS IN AN SDA TO BE CONSIDERED TO RECEIVE UNIFORM RATE INCREASES FOR MEDICAID MANAGED CARE SERVICES PROVIDED ON OR AFTER SEPTEMBER 1, 2017:

- The identity of the sponsoring governmental entities.
- The name and contact information of the person who will be the primary liaison between the sponsoring governmental entities and HHSC.
- The classes of hospital that the governmental entities prefer to sponsor.
- The type of service (inpatient, outpatient, or both) that the sponsoring governmental entities request be subject to the rate increase.
- The percentage of rate increase the sponsoring governmental entities want to support for each class of hospital for the first six months of the fiscal year.
- The amount of funds the sponsoring governmental entities agree to transfer for the first six months of the fiscal year.
- If an SDA has more than one sponsoring governmental entity, the governmental entities must work cooperatively to provide a unified proposal to HHSC. The governmental entities will not be allowed to request different percentage rate increases for the same class of hospitals or for individual hospitals within a class. If the proposal is approved, the governmental entities will be allowed to make separate transfers to HHSC.

Implementation of this program in each SDA is contingent on HHSC receiving written approval from CMS of the contract provisions directing the MCO expenditures in that SDA.

Texas Register

TITLE 1	ADMINISTRATION
PART 15	TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CHAPTER 353	MEDICAID MANAGED CARE
SUBCHAPTER O	DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES
RULE §353.1301	General Provisions
ISSUE	01/20/2017
ACTION	Proposed

Preamble No Rule Available

(a)Purpose. The purpose of this subchapter is to describe the circumstances and programs under which the Texas Health and Human Services Commission may direct expenditures for **delivery system** and **provider payment initiatives** through its contracts with Medicaid managed care organizations. Federal authority for such directed expenditures is codified at 42 C.F.R. §438.6(c).

(b)Definitions. The following definitions apply when the terms are used in this subchapter. Terms that are used in only one program described in this subchapter may be defined in the section of this subchapter describing that program.

(1)Capitation rate--A fixed, predetermined fee paid by HHSC to the managed care organization each month, in accordance with the contract, for each enrolled member. In exchange for this, the managed care organization arranges for or provides a defined set of covered services to the enrolled member, regardless of the amount of covered services used by the enrolled member.

(2)Centers for Medicare & Medicaid Services (CMS)--The federal agency within the United States Department of Health and Human Services responsible for overseeing and directing Medicare and Medicaid.

(3)HHSC--The Texas Health and Human Services Commission or its designee.

(4)Intergovernmental transfer (IGT)--A transfer of public funds from another state agency or a non-state governmental entity to HHSC.

(5)Managed care organization (MCO)--A Medicaid managed care organization contracted with HHSC to provide health care services to Medicaid recipients.

(6)Non-federal share--The portion of program expenditures that is not federal funds. The non-federal share is equal to 100 percent minus the federal medical assistance percentage (FMAP) for Texas for the state fiscal year corresponding to the program year and for the population served.

(7)Non-state governmental entity--A hospital authority, hospital district, health district, city, or county.

(8)Program rate component--The fixed percentage of the capitation rate that is attributable to the **delivery system** or provider payment initiative.

(9)Provider--A credentialed and licensed individual, facility, agency, institution, organization, or other entity that has a contract with the MCO for the delivery of covered services to the MCO's members.

(10)Public funds--Funds derived from taxes, assessments, levies, investments, and other public revenues within the sole and unrestricted control of a governmental entity. Public funds do not include gifts, grants, trusts, or donations, the use of which is conditioned on supplying a benefit solely to the donor or grantor of the funds.

(11)Service delivery area--The counties included in any HHSC-defined geographic area as applicable to each MCO.

(12)Sponsoring governmental entity--A state or non-state governmental entity that agrees to transfer to HHSC some or all of the non-federal share of program expenditures under this subchapter.

(c)CMS approval. Implementation of each of the programs described in this subchapter is contingent upon HHSC receiving written approval from CMS of the contract provisions directing the MCO expenditures. Federal requirements for CMS approval of directed MCO expenditures are codified in 42 C.F.R. §438.6(c)(2).

(d)Program specifications, provider eligibility, and payment calculations. Descriptions of program specifications, provider eligibility, and payment calculations are contained in the sections of this subchapter that describe each **delivery system** or provider payment initiative program.

(e)Source of the non-federal share. The non-federal share of expenditures under this subchapter is limited to timely receipt by HHSC of public funds from sponsoring governmental entities.

(1)State-owned providers. A state-owned provider may transfer to HHSC any non-federal funds within the control of the provider, including appropriated state general revenue funds, as the non-federal share of program expenditures associated with that provider.

(2)All other providers. For all other providers, the non-federal share of program expenditures is funded through IGTs from non-state governmental entities. No state general revenue is available to support program expenditures to non-state providers under this subchapter.

(f)Amount and timing of transfer of the non-federal share. The amount of the non-federal share that governmental entities transfer to HHSC for expenditures under this subchapter and the timing of such transfers are specific to each **delivery system** or provider payment initiative and are described in the section of this subchapter governing each such program.

(g)Reconciliation of the non-federal share.

(1)Purpose. The amount of HHSC's expenditures under this subchapter is dependent on member enrollment in each participating MCO, which may fluctuate from month to month. HHSC's actual expenditures cannot be determined until final member enrollment data is available, which may not occur for up to two years following the end of the program period. The purpose of the reconciliation process is to ensure that HHSC's actual total expenditures for each program are determined based on accurate and final member enrollment data for each program period, and that the non-federal share of HHSC's actual expenditures are borne by the appropriate governmental entity or entities.

(2)Methodology. For each program described in this subchapter, HHSC reconciles the amount of the non-federal funds actually expended during the program period with the amount of funds transferred to HHSC by the sponsoring governmental entities. For programs with multiple provider classes, HHSC reconciles expenditures for each provider class. HHSC completes each reconciliation in multiple parts.

(A)The first reconciliation occurs no later than 120 days after the end of the program period.

(i)Using the best-available member enrollment data at the time of the first reconciliation, HHSC:

(I)calculates the amount expended for the program period by multiplying the program rate component by the total member months included in the program period;

(II)calculates the non-federal share of the amount determined in subclause (I) of this clause; and

(III)compares the amount determined in subclause (II) of this clause to the amount previously transferred to HHSC by the participating governmental entities for the program period.

(ii)If the amount previously transferred is less than 102 percent of the amount determined in clause (i)(II) of this subparagraph:

(I)the participating governmental entities must transfer additional funds to HHSC such that total transferred funds equals 102 percent of the amount determined in clause (i)(II) of this subparagraph;

(II)if more than one governmental entity is responsible for the non-federal share of payments under the program, the additional required funds are allocated proportional to each governmental entity's initial contribution to funding the program; and

(III)HHSC notifies the governmental entities of the amount and timing of the required transfers.

(iii)If the amount previously transferred is more than 102 percent of the amount determined in clause (i)(II) of this subparagraph, HHSC refunds the excess amount to the governmental entities in proportion to each entity's initial contribution to funding the program.

(B)Interim reconciliations may occur as updated member enrollment data for the program period becomes available. HHSC follows the process described in subparagraph (A) of this paragraph for such interim reconciliations.

(C)The final reconciliation occurs no later than 25 months after the end of the program period.

(i)Using the final member enrollment data for the program period, HHSC:

(I)calculates the amount expended for the program period by multiplying the program rate component by the total member months included in the program period;

(II)calculates the non-federal share of the amount determined in subclause (I) of this clause; and

(III)compares the amount determined in subclause (II) of this clause to the amount previously transferred to HHSC by the sponsoring governmental entities for the program period, including any amounts transferred pursuant to subparagraphs (A)(ii) or (B) of this paragraph.

(ii)If the amount previously transferred is less than the non-federal share of the amount expended:

(I)the participating governmental entities must transfer additional funds to HHSC such that total transferred funds equals the amount determined in clause (i)(II) of this subparagraph;

(II)if more than one governmental entity is responsible for the non-federal share of payments under the program, the additional required funds are allocated proportional to each governmental entity's initial contribution to funding the program; and

(III)HHSC notifies the governmental entities of the amount and timing of the required transfers.

(iii)If the amount previously transferred is more than the amount determined in clause (i)(II) of this subparagraph, HHSC refunds the excess amount to the governmental entities in proportion to each entity's initial contribution to funding the program.

(h)Failure of a governmental entity to transfer funds. If a governmental entity does not timely complete the transfer of funds described in this section, HHSC withholds Medicaid payments from any provider operated by the governmental entity until HHSC has recovered an amount equal to the amount of the funding shortfall. Providers operated by the governmental entity are ineligible for future participation in programs under this subchapter.

(i)Failure of an MCO to comply with contract provisions. HHSC may review MCO payments to network providers or other documentation to verify that the MCO is in compliance with contract provisions directing expenditures for **delivery system** and **provider payment initiatives**. HHSC may also investigate provider claims of contract violations. In the event HHSC identifies any contract deficiency or violation, HHSC takes corrective action to remedy such deficiency or violation, as authorized by §353.5 of this chapter (relating to Internet Posting of Sanctions Imposed For Contractual Violations).

(j)Disallowance of federal funds.

(1)If an arrangement associated with the funding of payments under this subchapter is determined by CMS to constitute an impermissible provider donation, resulting in a disallowance of federal matching funds, the governmental entities responsible for the non-federal share of such payments must transfer funds to HHSC in the amount of the disallowed federal funds. HHSC notifies the governmental entities of the amount and timing of the required transfers.

(2)If payments under this subchapter are disallowed by CMS on grounds other than those described in paragraph (1) of this subsection, to the extent allowed by federal and state law and contract, HHSC may recoup the amount of the disallowance from MCOs, providers, or governmental entities that participated in the program associated with the disallowance.

(k)Recoupment.

(1)If payments under this subchapter result in an overpayment to an MCO, HHSC may recoup the amount of the overpayment from the MCO, pursuant to the terms of the contract between them.

(2)If payments under this subchapter result in an overpayment to a provider, the MCO may recoup an amount equivalent to the overpayment.

(3)Payments made under this subchapter may be subject to any adjustments for payments made in error or due to fraud, including without limitation adjustments made under the Texas Administrative Code, the Code of Federal Regulations, and state and federal statutes. The MCOs may recoup an amount equal to any such adjustments from the providers in question.

(l)State's cost of administering programs. To the extent authorized under state and federal law, HHSC will collect the state's cost of administering a program authorized under this subchapter from participants in the program generating the costs.

The agency certifies that legal counsel has reviewed the proposal and found it to be within the state agency's legal authority to adopt.

Filed with the Office of the Secretary of State on January 9, 2017

TRD-201700102

Karen Ray

Chief Counsel

Texas Health and Human Services Commission

Earliest possible date of adoption: February 19, 2017

For further information, please call: (512) 424-6900

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Texas Register

TITLE 1	ADMINISTRATION
PART 15	TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CHAPTER 353	MEDICAID MANAGED CARE
SUBCHAPTER O	DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES
RULE §353.1305	Regional Uniform Rate Increases for Hospital Services
ISSUE	01/20/2017
ACTION	Proposed

Preamble No Rule Available

(a)Introduction. This section describes the circumstances under which HHSC directs an MCO to provide a uniform percentage rate increase to hospitals in the MCO's network in a designated service delivery area for the provision of inpatient services, outpatient services, or both. This section also describes the methodology used by HHSC to calculate and administer such rate increase.

(b)Definitions. The following definitions apply when the terms are used in this section. Terms that are used in this and other sections of this subchapter may be defined in §353.1301 of this subchapter (relating to General Provisions).

(1)Children's hospital--A Medicaid hospital designated by Medicare as a children's hospital.

(2)Inpatient hospital services--Services ordinarily furnished in a hospital for the care and treatment of inpatients under the direction of a physician or dentist, or a subset of these services identified by HHSC. Inpatient hospital services do not include skilled nursing facility or intermediate care facility services furnished by a hospital with swing-bed approval, and any other services that HHSC determines should not be subject to the rate increase.

(3)Institution for mental diseases (IMD)--A hospital that is primarily engaged in providing psychiatric diagnosis, treatment, or care of individuals with mental illness.

(4)Non-urban public hospital--

(A)A hospital owned and operated by a governmental entity, other than a hospital described in paragraph (9) of this subsection defining urban public hospital; or

(B)A hospital meeting the definition of rural public-financed hospital in §355.8065(b)(37) of this title (relating to Disproportionate Share Hospital Reimbursement Methodology), other than a hospital described in paragraph (7) of this subsection defining rural hospital.

(5)Outpatient hospital services--Preventive, diagnostic, therapeutic, rehabilitative, or palliative services that are furnished to outpatients of a hospital under the direction of a physician or dentist, or a subset of these services identified by HHSC. HHSC may, in its contracts with MCOs governing rate increases under this section, exclude from the definition of outpatient hospital services such services as are not generally furnished by most hospitals in the state, or such services that HHSC determines should not be subject to the rate increase.

(6)Program period--A period of time for which HHSC will contract with participating MCOs to pay increased capitation rates for the purpose of provider payments under this section. Each program period is equal to a state fiscal year beginning September 1 and ending August 31 of the following year.

(7)Rural hospital--A hospital located in a county with 60,000 or fewer persons according to the most recent United States Census, a Medicare-designated rural referral center, a sole community hospital, or a critical access hospital.

(8)State-owned hospital--A hospital that is owned and operated by a state university or other state agency.

(9)Urban public hospital--A hospital that is operated by or under a lease contract with one of the following entities: the Dallas County Hospital District, the El Paso County Hospital District, the Harris County Hospital District, the Tarrant County Hospital District, the Travis County Healthcare District dba Central Health, the University Health System of Bexar County, the Ector County Hospital District, the Lubbock County Hospital District, or the Nueces County Hospital District.

(c)Classes of participating hospitals.

(1)HHSC may direct the MCOs in a service delivery area to provide a uniform percentage rate increase to all hospitals within one or more of the following classes of hospital with which the MCO contracts for inpatient or outpatient services:

(A)children's hospitals;

(B)non-urban public hospitals;

(C)rural hospitals;

(D)state-owned hospitals;

(E)urban public hospitals;

(F)institutions for mental diseases; and

(G)all other hospitals.

(2)If HHSC directs rate increases to more than one class of hospital within the service delivery area, the percentage rate increases directed by HHSC may vary between classes of hospital.

(d)Eligibility. HHSC determines eligibility for rate increases by service delivery area and class of hospital.

(1)Service delivery area. Only hospitals in a service delivery area that includes at least one sponsoring governmental entity are eligible for a rate increase.

(2)Class of hospital. HHSC will identify the class or classes of hospital within each service delivery area described in paragraph (1) of this subsection to be eligible for a rate increase. HHSC will consider the following factors when identifying the class or classes of hospital eligible for a rate increase and the percent increase applicable to each class:

(A)whether a class of hospital contributes more or less significantly to the goals and objectives in HHSC's quality strategy, as required in 42 C.F.R. §438.340, relative to other classes;

(B)which class or classes of hospital the sponsoring governmental entity wishes to support through intergovernmental transfers (IGTs) of public funds; and

(C)the percentage of Medicaid costs incurred by the class of hospital in providing care to Medicaid managed care clients that are reimbursed by Medicaid MCOs prior to any uniform rate increase administered under this section.

(e)Services subject to rate increase. HHSC may direct the MCOs in a service delivery area to increase rates for all or a subset of inpatient services, all or a subset of outpatient services, or all or a subset of both, based on the service or services that will best advance the goals and objectives of HHSC's quality strategy.

(f)Determination of percentage of rate increase.

(1)In determining the percentage of rate increase applicable to one or more classes of hospital, HHSC will consider the following factors:

(A)information from the sponsoring governmental entities on one or both of the following:

(i)the amount of IGT the sponsoring governmental entities propose to transfer to HHSC to support the non-federal share of the increased rates for the first six months of a program period; and

(ii)the percentage rate increase the sponsoring governmental entities propose for one or more classes of hospital for the first six months of a program period;

(B)the class or classes of hospital determined in subsection (d)(2) of this section;

(C)the type of service or services determined in subsection (e) of this section;

(D)actuarial soundness of the capitation payment needed to support the rate increase;

(E)available budget neutrality room under any applicable federal waiver programs; and

(F)other HHSC goals and priorities.

(2)After determining the percentage of rate increase as described in paragraph (1) of this subsection, HHSC will modify its contracts with the MCOs in the service delivery area to direct the percentage rate increases.

(g)Timing and amount of transfer of non-federal share.

(1)Sponsoring governmental entities must complete the IGT for the first six months of the program period no later than May 1 of the calendar year that also contains the first month of the program period, unless otherwise instructed by HHSC.

(2)Following the transfer of funds described in paragraph (1) of this subsection, sponsoring governmental entities must transfer additional IGT at such times and in such amounts as determined by HHSC to be necessary to ensure the availability of funding of the non-federal share of the state's

expenditures under this section and HHSC's compliance with the terms of its contracts with MCOs in the service delivery area.

(3)HHSC will instruct sponsoring governmental entities as to the required IGT amounts. Required IGT amounts will include all costs associated with the uniform rate increase, including costs associated with premium taxes, risk margins, and administration, plus ten percent.

(h)Effective date of rate increases. HHSC will direct MCOs to increase rates under this section beginning the first day of the program period that includes the increased capitation rates paid by HHSC to each MCO pursuant to the contract between them.

(i)Reconciliation. HHSC will reconcile the amount of the non-federal funds actually expended under this section during the program period with the amount of funds transferred to HHSC by the sponsoring governmental entities for that same period using the methodology described in §353.1301 (g) of this subchapter.

(j)Recoupment. Payments under this section may be subject to recoupment as described in §353.1301 (k) of this subchapter.

The agency certifies that legal counsel has reviewed the proposal and found it to be within the state agency's legal authority to adopt.

Filed with the Office of the Secretary of State on January 9, 2017

TRD-201700105

Karen Ray

Chief Counsel

Texas Health and Human Services Commission

Earliest possible date of adoption: February 19, 2017

For further information, please call: (512) 424-6900

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AI-59144 **Health & Human Services Dept.** **13. D. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and approval to amend the Hidalgo County Health Care Funding District Rules and Procedures.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

original rules

Amendment to rule 12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 11:15 AM
Ivan Cantu	Veronica Ortiz	04/10/2017 01:57 PM
Merlen P. Munoz	Merlen P. Munoz	04/12/2017 10:38 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Dairen Sarmiento Started On: 03/28/2017 01:15 PM

Final Approval Date: 04/13/2017

HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT
RULES AND PROCEDURES

General Provisions

Rule 1. Definitions. In these rules and procedures:

(a) "Commission" means the commission of the Hidalgo County Health Care Funding District.

(b) "District" means the Hidalgo County Health Care Funding District.

(c) "Paying hospital" means an institutional health care provider required to make a mandatory payment by the District.

(d) "Institutional health care provider" means a nonpublic hospital licensed under Chapter 241 of the Texas Health & Safety Code.

(e) ñFiscal yearòmeans the District's fiscal year, which begins on September 1 and ends on August 31 of each year.

Rule 2. Purpose of Mandatory Payments; Correction of Invalid Provision or Procedure.

(a) The purpose of the mandatory payments required by the District is to provide the nonfederal share of a Medicaid supplemental payment program.

(b) To the extent any provision or procedure under Chapter 288 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the District may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

Rule 3. Abolishment of District; Distribution of Funds on Abolishment.

(a) The District may be dissolved in the matter provided for the dissolution of a hospital district under Subchapter E, Chapter 286 of the Texas Health & Safety Code.

(b) Notwithstanding subsection (a), the District is abolished on December 31, 2016.

(c) The Hidalgo County Commissioners Court will refund to each paying hospital the proportionate share of any money remaining in the local provider participation fund created by the District at the time the District is abolished.

Rule 4. District Boundaries. The boundaries of the District are coextensive with the boundaries of Hidalgo County.

District Administration

Rule 5. Commission; District Governance.

(a) The District is governed by the Commission consisting of the Hidalgo County Commissioners Court.

(b) The Hidalgo County Commissioner or County Judge will serve on the Commission as an additional duty of his or her office.

(c) The District is a component of Hidalgo County government and is not a separate political subdivision of the state of Texas.

Powers and Authorities

Rule 6. Limitation on District's Authority to Require Mandatory Payment. The District may require a mandatory payment from paying hospitals only in the manner provided in these rules and procedures.

Rule 7. Majority Vote Required Prior to Mandatory Payment.

(a) The District may not require any mandatory payment from paying hospitals without an affirmative vote of a majority of the members of the Commission.

(b) Before requiring a mandatory payment in any one year, the Commission must obtain the affirmative vote required by Subsection (a).

(c) The votes in Subsections (a) and (b) will take place after a public hearing required by Rule 9.

Rule 8. Institutional Health Care Provider Reporting; Inspection of Records.

(a) The District will require an institutional health care provider to submit to the District a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the department to implement those sections.

(b) The District may inspect the records of an institutional health care provider to the extent necessary to ensure that the provider has submitted all required data under this Rule.

General Financing Provisions

Rule 9. Public Hearing.

(a) Each year, the Commission of the District will hold a public hearing on the amounts of any mandatory payments that the Commission intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Before the public hearing but not later than the 10th day before the date of the hearing, the Commission will publish at least once notice of the hearing in a newspaper of general circulation in Hidalgo County.

(c) Representatives of paying hospitals are entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments required by the District.

Rule 10. District's Depository.

(a) The Commission by resolution will designate one or more banks located in the District as the depository for the District.

(b) A bank designated as the Districtôs depository will serve for two years or until a successor is designated.

(c) All income received by the District, including the revenue from mandatory payments remaining after discounts and fees for assessing and collecting the payments are deducted, will be deposited with the Districtôs depository as provided by Rule 18 and may be withdrawn only as provided by these rules and procedures.

(d) All District funds will be secured in the manner provided for securing Hidalgo County funds.

Rule 11. Creation of Local Participation Fund. The District will create a local provider participation fund which will consist of:

(a) all revenue from the mandatory payments required by the District, including any penalties and interest attributable to delinquent payments;

(b) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the District to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and

(c) the earnings of the fund.

Rule 12. Authorized Uses of Local Participation Fund.

(a) The District will use the money deposited to the local provider participation fund only for the following purposes:

(1) to fund intergovernmental transfers from the District to the state to provide the nonfederal share of a Medicaid supplemental payment program authorized under the state Medicaid plan, the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315), or a successor waiver program authorizing similar Medicaid supplemental payment programs;

(2) to subsidize indigent programs;

(3) to pay the administrative expenses of the District;

(4) to refund a portion of a mandatory payment collected in error from a paying hospital; and

(5) to refund to paying hospitals the proportionate share of the money received by the District from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments.

(b) Money in the local provider participation fund may not be commingled with other Hidalgo County funds.

(c) An intergovernmental transfer of funds described by Rule 12(a)(1) and any funds received by the District as a result of an intergovernmental transfer described by that subdivision may not be used by the District, Hidalgo County, or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub.

L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Rule 13. Allocation of Certain Funds. Not later than the 15th day after the date the District receives a payment described by Rule 12(a)(5), the District will transfer to each paying hospital an amount equal to the proportionate share of those funds to which the hospital is entitled.

Mandatory Payments

Rule 14. Mandatory Payments Based on Hospital Net Patient Revenue.

(a) Except as provided by Rule 16(b), the Commission of the District may require an annual mandatory payment to be assessed [**no more frequently than**] quarterly on the net patient revenue of an institutional health care provider located in the District.

(b) For the first year in which the mandatory payment tax is required, the mandatory payment will be assessed on the net patient revenue of an institutional health care provider as determined by the data reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 in the fiscal year ending in 2010.

Rule 15. Amounts of Mandatory Payments.

(a) The Commission of the District will set the amount of the mandatory payment required of each paying hospital and will update the amount of the mandatory payment on a biennial basis [**although the amount may be updated more frequently]**.

(b) The amount of a mandatory payment required by the District must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the District.

(c) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the District, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the District.

(d) Subject to the maximum amount prescribed by Rule 15(c), the Commission will set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the District, to fund the nonfederal share of a Medicaid supplemental payment program, and to pay for indigent programs, except that the amount of revenue from mandatory payments used for administrative expenses of the District in a year may not exceed the lesser of four percent of the total revenue generated from the mandatory payment or $20,000.

Rule 16. Restrictions Regarding Mandatory Payments.

(a) A mandatory payment may not [**be used to**] hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(b) An institutional health care provider may not add a mandatory payment required by the District as a surcharge to a patient.

Rule 17. Assessment and Collection of Mandatory Payments.

(a) Except as provided by Rule 17(b), the Hidalgo County Tax Assessor & Collector will collect the mandatory payments required by the District. The Hidalgo County Tax Assessor & Collector will charge and deduct from the mandatory payments collected for the District a fee for collecting the mandatory payments. Such fee will be determined by the Commission and will not exceed the Hidalgo County Tax Assessor-Collectorôs usual and customary charges.

(b) If determined by the Commission to be appropriate, the Commission may contract for the assessment and collection of mandatory payments in the manner provided by Title 1 of the Texas Tax Code, for the assessment and collection of ad valorem taxes.

(c) Revenue from a fee charged by the Hidalgo County Tax Assessor & Collector for collecting the mandatory payments will be deposited in the Hidalgo County general fund and, if appropriate, will be reported as fees of the Hidalgo County Tax Assessor & Collector.

Rule 18. Deposit of Revenue from Mandatory Payments. Revenue from the mandatory payments will be deposited in the Districtôs local provider participation fund.

Rule 19. Interest, Penalties and Discounts. Any interest, penalties, and discounts on mandatory payments required by the District are governed by the law applicable to county ad valorem taxes.

Rule 12. Authorized Uses of Local Participation Fund.

(a) The District will use the money deposited to the local provider participation fund only for the following purposes:

(1) fund intergovernmental transfers from the District to the state to provide:

(A) the nonfederal share of a Medicaid supplemental payment program authorized under the state Medicaid plan, the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315), or a successor waiver program authorizing similar Medicaid supplemental payment programs; or

(B) payments to Medicaid managed care organizations that are dedicated for payment to hospitals;

(2) subsidize indigent programs;

(3) pay the administrative expenses of the District;

(4) refund a portion of a mandatory payment collected in error from a paying hospital; [~~and~~]

(5) refund to paying hospitals the proportionate share of money received by the District from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments; and

(6) refund to paying hospitals the proportionate share of money that the District determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments.

AI-59354 **IT Department** **14. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 4

Authorization and approval to purchase new wireless service and change service plan on existing cell phones through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	MDN:
2	Cell Phone	Pct.4 Office Use	Nationwide Unl. Mins. Email&Data Unl+MHS N&W/M2M/MSG UNL @ $69.99 + $5.00 taxes/fees = $74.99 each per month	956-279-5613 & 956-330-9402
5	Data Cards	Pct.4 Office Use	4G Mobile Broadband Unl. $37.99 each per month	956-221-2292, 956-221-2293, 956-578-3164, 956-578-2177 & 956-358-1407
1	New Data Card	Pct.4 Office Use	4G Mobile Broadband Unl. $37.99 each per month	New MDN

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-532

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

BUDGETARY IMPACT:

Req#316198

Req#315896

Attachments

New data card backup

Existing 5 data card backup

Existing 2 cell phone backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/11/2017 11:44 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Griselda Salazar		Started On: 04/11/2017 10:46 AM
Final Approval Date: 04/13/2017		

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: n/a

Department: Precinct 4 Dept#: 124

Quantity: 1

Service: $31.99/mo (x) 9 months = 341.91 Account: 7-1200-431-00-124-007-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $341.91 **Requisition Number:** 3158916

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Joseph Palacios | Joseph Palacios | 3-28-17

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ | _____ | _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: New-4G Mobile Broadband Unl. @31.99/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

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

Requisition

Req # 00315896

PO #

Date: 02/27/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No: DIR-TSO-3415

Special Instructions:
Pct. # 305

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 Approved: CC 03/21/17 AI-58904 Reg NA For: Office Use April-Dec 2017 DO NOT DUPLICATE ORDER		
9.00	MONTH	CO 4G Mobile Broadband Unlimited	37.99	341.91
		Account No	Encumbrance	
		7-1200-431-00-124-007-0-532	341.91	
			Freight	.00
			Total	341.91
		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:	
☑ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Pct 4 Office Employee ID#_____ Signature:_____

Department: Pct 4 Dept#: 124

Quantity: 5

Service: $37.99 /mo (x) 9 months = 1,709.55 Account: 7-1200-431-00-124-007-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 3,059.37 **Requisition Number:** 316198

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

Joseph Palacios Joseph Palacios 3-31-17

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 LMI @$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

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 1737081240
DATE 3/7/2017
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
		$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)]:	$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 1737081240

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 # 00316198

PO #

Date: 03/02/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No: DIR-TSO-3415

Special Instructions:
Req # 334

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415, EXP 04/20/2020 Originally approved CC 03/13/2012, AI-31269 See PO# 754678 (956)279-5613 (956)330-9402 DO NOT DUPLICATE ORDER		
9.00	MONTH	CO Nationwide Unlimited Mins Email & Data Unl+ MHS N&W/M2M/MSG Unl @ $69.99 per month Office Use (JMC) (956)279-5613	69.99	629.91
9.00	MONTH	CO Nationwide Unlimited Mins Email& Data Unl + MHS N&W/M2M/MSG Unl @ $69.99/month Office Use (956)330-9402	69.99	629.91
9.00	MONTH	CO Verizon Unlimited Mobile Broadband Plan Pricing of $37.99/Mo Office Use (956)221-2292	37.99	341.91
9.00	MONTH	CO Verizon Unlimited Mobile Broadband Plan Pricing of $37.99/Mo Office Use (956)221-2293	37.99	341.91
9.00	MONTH	CO Verizon Unlimited Mobile Broadband Plan Pricing of $37.99/Mo Office Use (956)578-3164	37.99	341.91
9.00	MONTH	CO Verizon Unlimited Mobile Broadband Plan Pricing of $37.99/Mo Office Use (956)578-3177	37.99	341.91
9.00	MONTH	CO Verizon Unlimited Mobile Broadband Plan Pricing of $37.99/Mo Office Use (956)358-1407	37.99	341.91
9.00	MONTH	EX Taxes If Applicable of $5.00/Mo For 9 Months for each of 2 lines	10.00	90.00
		Account No	Encumbrance	
		7-1200-431-00-124-007-0-532	3,059.37	
			Freight	.00
			Total	3,059.37

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: Pct 4 Office Employee ID#_____ Signature:_____

Department: Pct 4 Dept#: 124

Quantity: 2

Service: $69.99/mo (x) 9 months = 1,259.82 Account: 7-1200-431-00-124-007-0 --532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 3,059.37 **Requisition Number:** 316198

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

Joseph Palacios Joseph Palacios 3-31-17

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. Mms Email&Data
Unl. +HHS New/M2M/USA Tml. @ $109.99/ea/permonth

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

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 17216084621
DATE 2/16/2017
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	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 17216084621

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-59324 **Elections Administration** **15. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and approval authorizing Hidalgo County Elections Department to send notice of intent to participate in program for countywide election day polling precincts for the November 7, 2017 Constitutional Election.

BACKGROUND

n/a

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 09:18 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Carlos Nieto		Started On: 04/10/2017 09:09 AM
Final Approval Date: 04/13/2017		

AI-59321 **Elections Administration** **15. C.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Approval of 2017 Full Contract for Election Services between Hidalgo County and the Sharyland Independent School District for their election to be held on May 6, 2017.
2. Approval of Full Contract for Election Services between Hidalgo County and the City of Sullivan City for their election to be held on May 6, 2017.
3. Approval of 2017 Full Contract for Election Services between Hidalgo County and the City of Mercedes for their election to be held on May 6, 2017.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact, contracts will generate revenue for County Elections Office.

Attachments

City of Mercedes
City of Sullivan
Sharyland ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 09:17 AM
Merlen P. Munoz	Merlen P. Munoz	04/12/2017 10:23 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Carlos Nieto		Started On: 04/10/2017 09:03 AM
Final Approval Date: 04/13/2017		

#2017/03/21A

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF MERCEDES**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 06, 2017**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 06, 2017**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 06, 2017**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) Ballots (preparation and distribution only);

2) Election kits and election paperwork;

3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and Election Day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M)Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and Election Day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay a proportionate share of the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for a proportionate share of the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election Results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;

B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;

D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;

F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements,(if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a proportionate share of the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the proportionate share of the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for a proportionate share of the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

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

Yvonne Ramón
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Arcelia L. Felix
City Secretary
City of Mercedes
PO Box 837
Mercedes, Texas 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in

writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 21st day of March, 2017

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF MERCEDES

BY: _____

PRINT: RICARDO GARCIA
TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Arcelia L. Felix

TITLE: City Secretary

2017 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Mercedes Mayor, Commissioner Place 1 & 3	DATE: May 6, 2017		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	*iVotronic Voting Machine(s)	**$150.00**	5	$750.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$650.00**	1	$650.00
			Total iVotronic Coding Charges	**$2,500.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	9	$900.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	**$150.00**	2	$300.00
C	Printer Labels (8,177 per vote)	**$0.03**	16,354	$490.62
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	**$1,730.62**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	170	$93.50
	*Election Day Combination Forms	**$0.55**	170	$93.50
	*Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
			Total Supplies Charges	**$331.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	750	$300.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	600	$1,200.00
	Postage Mail-in-Ballots (per request)	**$0.61**	600	$366.00
	Correspondence Postage	**$0.49**	1	0.49
			Total Mail & Ballot Service Charges	**$2,016.49**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	**$3,732.10**		$3,732.10
	Payroll for Election Day Employees	**$659.50**		$659.50
			Total Payroll Charges	**$4,391.60**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
			Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	3	261	$15.82
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	3	45	$2.73
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$20.99**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	1	$45.00
			Total Cell Phone Charges	**$45.00**
6.12			**Subtotal**	**$13,085.70**
			Administrative Fees (10%)	**$1,308.57**
			ESTIMATED GRAND TOTAL	**$14,394.27**

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF SULLIVAN CITY**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 06, 2017**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 06, 2017**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 06, 2017**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) Ballots (preparation and distribution only);

2) Election kits and election paperwork;

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(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

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(J) Procure early voting polling places and Election Day polling places, as ordered;

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(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M)Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and Election Day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

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ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

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(C) Reimburse the COUNTY for a proportionate share of the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election Results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

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(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

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SCHEDULE FOR PERFORMANCE OF SERVICES

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COST OF SERVICE AND BILLING

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A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;

B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;

D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;

F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

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A. Database access at $100.00 per day;

B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements,(if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a proportionate share of the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the proportionate share of the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for a proportionate share of the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Veronica Gutierrez
City Secretary
City of Sullivan City
PO Box 249
Sullivan City, Texas 78595

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 5th day of April, 2017

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

CITY OF SULLIVAN CITY

BY: _____

PRINT: JUAN J CEDILLO
TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Veronica Gutierrez

TITLE: City Secretary

2017 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Sullivan City	DATE: May 6, 2017		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	2	$300.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$650.00**	1	$650.00
			Total iVotronic Coding Charges	$2,050.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	9	$900.00
B	Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	**$150.00**	2	$300.00
C	Printer Labels (1,778 per vote)	**$0.03**	3,556	$106.68
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	$1,346.68
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	50	$27.50
	Election Day Combination Forms	**$0.55**	50	$27.50
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
			Total Supplies Charges	$199.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	750	$300.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	300	$600.00
	Postage Mail-in-Ballots (per request)	**$0.61**	300	$183.00
	Correspondence Postage	**$0.49**	300	147
			Total Mail & Ballot Service Charges	$1,305.00
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	Payroll for Early Voting Employees		**$3,705.10**	$3,705.10
	Payroll for Election Day Employees		**$659.50**	$659.50
			Total Payroll Charges	$4,364.60
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
			Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	3	261	$15.82
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	3	45	$2.73
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$20.99
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	1	$45.00
			Total Cell Phone Charges	$45.00
6.12			Subtotal	$11,381.27
			Administrative Fees (10%)	$1,138.13
			ESTIMATED GRAND TOTAL	$12,519.40

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 06, 2017**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 06, 2017**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 06, 2017**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) Ballots (preparation and distribution only);

2) Election kits and election paperwork;

3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and Election Day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M)Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and Election Day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay a proportionate share of the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for a proportionate share of the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election Results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;

B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;

D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;

F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements,(if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a proportionate share of the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the proportionate share of the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for a proportionate share of the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

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

Yvonne Ramón
Elections Administrator
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Robert O'Connor
Superintendent
Sharyland Independent School District
1200 North Shary Road
Mission, Texas 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in

writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 27th day of March, 2017

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

SHARYLAND INDEPENDENT SCHOOL DISTRICT

BY: _____

PRINT: DR. NOEL OLIVERIRA
TITLE: SCHOOL BOARD PRESIDENT

ATTEST

BY: _____

PRINT: Melissa M Smith

TITLE: _____

2017 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Sharyland ISD Place 1 & 2	DATE: May 6, 2017		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	8	$80.00
F	Election Media per Polling Location(s)	**$100.00**	3	$300.00
G	*iVotronic Voting Machine(s)	**$150.00**	6	$900.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	3	$450.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$650.00**	1	$650.00
			Total iVotronic Coding Charges	**$2,850.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	9	$900.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	**$150.00**	3	$450.00
C	Printer Labels (20,397 per vote)	**$0.03**	40,794	$1,223.82
D	Username/Password - Per Polling Location	**$20.00**	3	$60.00
			Total Electronic Poll Book Charges	**$2,633.82**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	425	$233.75
	*Election Day Combination Forms	**$0.55**	425	$233.75
	*Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	2	$70.00
	Polling Location Map(s)	**$17.00**	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	300	$60.00
			Total Supplies Charges	**$683.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	900	$360.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	400	$800.00
	Postage Mail-in-Ballots (per request)	**$0.61**	400	$244.00
	Correspondence Postage	**$0.49**	2	0.98
			Total Mail & Ballot Service Charges	**$1,504.98**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	***Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	**$4,610.80**		$4,610.80
	Payroll for Election Day Employees	**$1,622.00**		$1,622.00
			Total Payroll Charges	**$6,232.80**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
			Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	4	348	$28.12
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	2	30	$1.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	8	120	$19.39
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$51.04**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	2	$90.00
			Total Cell Phone Charges	**$90.00**
6.12			**Subtotal**	**$16,096.14**
			Administrative Fees (10%)	**$1,609.61**
			ESTIMATED GRAND TOTAL	**$17,705.75**

AI-59310 **Precinct #3** **16. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agreement between City of Alton and County of Hidalgo concerning certain improvements to FM 676 (Mile 5) from SH 107 (Conway) to Taylor Road.

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement regarding certain Phase III road improvements to FM 676 also known as Mile 5 from SH 107(Conway) to Taylor Road, a section which is in part within the City limits of Alton and in part within County jurisdiction.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-134X-431-00-123-116-0-XX1

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

BUDGETARY IMPACT:

Funding will be identified as project progresses.

Attachments

ICA -City of Alton - FM 676

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 08:20 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Norma Ceballos		Started On: 04/07/2017 03:10 PM
Final Approval Date: 04/13/2017		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF ALTON, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 676 (MILE 5) FROM SH 107 (CONWAY) TO TAYLOR ROAD

THIS agreement is made on this the _____ day of _____, 2017 by and between the CITY OF ALTON,TEXAS, hereinafter referred to as the "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, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, the City and County desire to cooperate in making needed road improvements to FM 676 also known as Mile 5 ("the Road") from SH 107 (CONWAY) to Taylor Road as outlined in Exhibit A (the "Project");

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety;

WHEREAS, County and City entered into a interlocal cooperation agreement on August 4, 2015 and amended on November 17, 2015 for Phase I Project Development activities in which the City and County agrees to provide certain improvements to FM 676 also known as Mile 5;

WHEREAS, as shown on Exhibit B, Phase II of the project development activities will be completed by the Texas Department of Transportation;

WHEREAS, the County will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, the City and County desire to proceed and complete the Phase III of the Project Development activities which includes Right-of-Way acquisition/compensable utility services and construction management services;

WHEREAS, the total estimated Phase III "Project" development cost will be $2,624,595.00 of which the County will contribute an estimated amount of $1,312,297.50;

WHEREAS, City desires to cooperate by contributing an estimated amount of $1,312,297.50 to County toward the development of the Phase III for this project. The above cost estimate represents the Phase III costs for ROW Acquisition/compensable utility

services and construction management services; any over runs and/or under runs will be shared equally between the city and the County;

WHEREAS, County desires to cooperate by contributing an estimated amount of $1,312,297.50 toward the development of the Phase III for this Project. The above cost estimate represents the Phase III costs for ROW Acquisition/compensable utility services and construction management services; any over runs and/or under runs will be shared equally between the City and the County;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 wet. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the City agrees that the County will be the fiduciary agent to develop the Phase III of the project development, which includes the ROW Acquisition services, compensable utility services, and construction management services of the road within the City limits;

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County shall act as the fiduciary agent for Phase III of the project development, which includes the ROW Acquisition services, compensable utility services, and construction management services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relate to said Phase III.

2. The Road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The estimated total Phase III Project Development cost will be $2,624,595.00.

4. City desires to cooperate by contributing an estimated amount of $1,312,297.50 to County on or before November 1, 2018 toward the development of the Phase III for the Project. The above cost estimate represents the Phase III cost for ROW Acquisition/compensable utility services, and construction management services; any over runs and/or under runs will be shared equally between the City and the County.

5. County desires to cooperate by contributing an estimated amount of $1,312,297.50 toward the development of the Phase III for this Project. The above cost estimate represents the Phase III costs for ROW Acquisition/compensable utility services, and construction management services; any over runs and/or under runs will be shared equally between the City and the County.

6. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

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

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

10. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and 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 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 OBLIGATION 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 maybe 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 City: City of Alton
Attention: Hon. Salvador Vela
509 S. Alton Blvd.
Alton, Texas 78573

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joe M. Flores, Commissioner Pct. #3
724 N. Breyfogle
Mission, Texas 78572

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

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

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

16. Assignment: This Agreement shall not be assignable.

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

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

19. Authority to Execute. The execution and performance of this Agreement by the 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 the City and County in accordance with its terms.

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

21. Commitment or 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.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF ALTON

By: _____
Hon. Salvador Vela, Mayor

ATTEST:
_____
City Secretary

CITY OF ALTON TEXAS

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

APPROVED AS TO FORM:

BY _____
Ricardo Gonzalez

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain Phase III road improvements to FM 676 also known as Mile 5 from SH 107 (CONWAY) to Taylor Road, a section which is in part within the city limits of Alton and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Alton, Texas, and Hidalgo County.

By vote on_____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

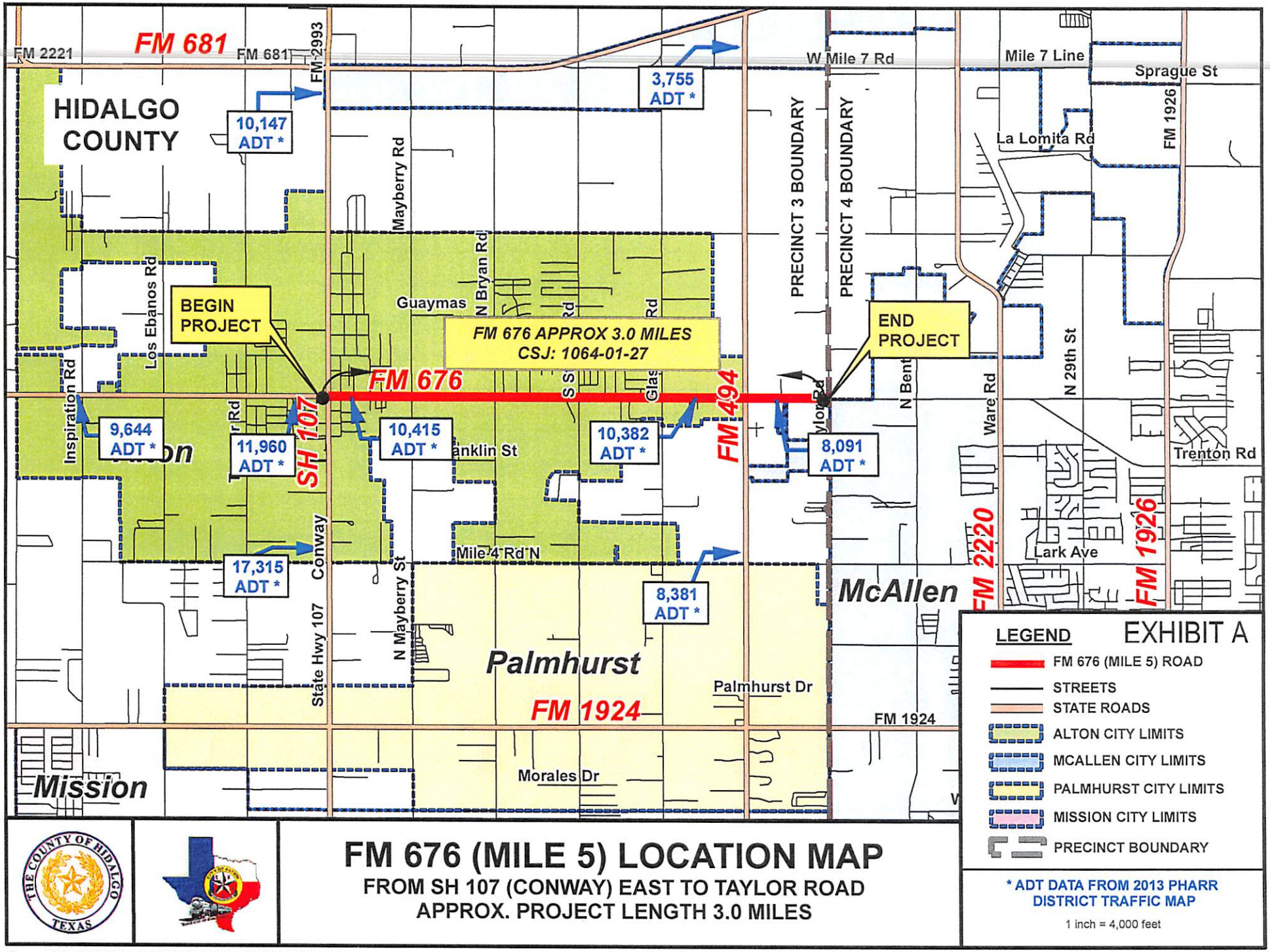
ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP.

By: _____
Stephen L. Crain



FM 676 (MILE 5) LOCATION MAP

FROM SH 107 (CONWAY) EAST TO TAYLOR ROAD
APPROX. PROJECT LENGTH 3.0 MILES

Document Path: G:\GIS I\PROJECTS\HIDALGO\FM 676\2015\FM676 LOCATION MAP SH 107 TO TAYLOR SEG2 - Copy.mxd

REVISED

EXHIBIT "B"

FM 676 (MILE 5) PROJECT

from SH 107 (Conway) to Taylor Road

ESTIMATED PROJECT COSTS

ROADWAY PROJECT:	FM 676 (MILE 5)	FM 676 (MILE 5)
LIMITS:	from Conway (SH 107) to Taylor Road	from Conway (SH 107) to Taylor Road
EXISTING ROADWAY SECTION:	40-ft Rural & New Location	40-ft Rural & New Location
EXISTING ROW WIDTH:	65-ft to 100-ft Varies	65-ft to 100-ft Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban	4-lane divided urban
PROPOSED ROW WIDTH:	80-FT	100-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY & OUTFALL ON EAST END).....	**$13,900,000.00**	**$13,900,000.00**
LENGTH FOR 4-LANE ROADWAY	3.0 Miles	3.0 Miles

		ORIGINAL ESTIMATE		REVISED	
ESTIMATED PROJECT COSTS	***ESTIMATED % LOCAL COST***	***ESTIMATED PROJECT COST***	***ESTIMATED LOCAL COST***	***ESTIMATED PROJECT COST***	***ESTIMATED LOCAL COST***
PHASE I - AS PER APPROVED AGREEMENT					
WORK AUTHORIZATION NO. 1					
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN					
Environmental Document with TxDOT	100%	$ 153,000.00	$ 153,000.00		$ -
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 36,000.00	$ 36,000.00		$ -
Archeological and Historical Research	100%	$ 35,000.00	$ 35,000.00		$ -
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 22,500.00	$ 22,500.00		$ -
Schematic for Roadway	100%	$ 222,400.00	$ 222,400.00		$ -
Hydrological Map for 2 Outfall Drain Ditches & Capacities	100%	$ 63,000.00	$ 63,000.00		$ -
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 31,500.00	$ 31,500.00		$ -
Preliminary Compensable Utilities Identification on Schematic	100%	$ 72,000.00	$ 72,000.00		$ -
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA	100%	$ 30,000.00	$ 30,000.00		$ -
Engineering Technical Support to address Public Hearing	100%	$ 36,000.00	$ 36,000.00		$ -
Public Involvement to address Public Hearing	100%	$ 36,000.00	$ 36,000.00		$ -
SUB-TOTAL		$ 737,400.00	$ 737,400.00	$ 737,400.00	$ 737,400.00
PHASE II - FOR INFORMATION PURPOSES ONLY - BY TXDOT					
PRELIMINARY ESTIMATE					
PHASE II - ROW Map, Surveys, PS&E					
Complete ROW Map (Estimated 115 Parcels)	100%	TxDOT	$ -	TxDOT	$ -
Field Surveys for Design and Construction	100%	TxDOT	$ -	TxDOT	$ -
PS&E Development Roadway (7% Engineering Fee)	100%	TxDOT	$ -	TxDOT	$ -
Permanent and Temporary Signal Designs	100%	TxDOT	$ -	TxDOT	$ -
Permitted Utilities Coordination to adjust	100%	TxDOT	$ -	TxDOT	$ -
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	TxDOT	$ -	TxDOT	$ -
SUB-TOTAL		TxDOT	$ -		$ -
PHASE III - INTERLOCAL COOPERATION AGREEMENT					
WORK AUTH. NO. 2 - PRELIMINARY ESTIMATE					
PHASE III - ROW Acquisition and Construction Oversight					
Right-of-Way Costs - Acq.Services @ est. 115 Parcels revised to 154 parcels after public meeting & (cost does not include Appraisal or Appraisal Review Services)	100%	$ 1,587,000.00	$ 1,587,000.00	$ 1,848,000.00	$ 1,848,000.00
Right-of-Way Acq. Appraisals and Appraisal Review Services (approx. 154 parcels) (Federal Earmark) (80% Federal / 20% State)	0%	$ -	$ -	$ 500,738.00	$ -
Estimated County Attorney Costs for Condemnation ($15,000/parcel based on 20% total of parcels)	100%	$ -	$ -	$ 462,000.00	$ 462,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility	100%	$ 189,000.00	$ 189,000.00	$ 189,000.00	$ 189,000.00
Eng Consultant Construction Management (18 Months)	100%	$ -	$ -	$ 75,600.00	$ 75,600.00
Estimated Roadway Right-of-Way Costs (including relocations) (based on revised Schematic)	1.5%	$ 1,848,000.00	$ 27,720.00	$ 2,711,000.00	$ 40,665.00
COMPENSABLE UTILITY COSTS (based on revised Schematic)	1.5%	$ 300,000.00	$ 4,500.00	$ 622,000.00	$ 9,330.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	0%	$ 13,900,000.00	$ -	$ 13,900,000.00	$ -
TxDOT Construction Inspection (11%)	0%	$ 1,529,000.00	$ -	$ 1,529,000.00	$ -
SUB-TOTAL		$19,353,000.00	$ 1,808,220.00	**$21,837,338.00**	**$ 2,624,595.00**
ESTIMATED TOTAL		$20,090,400.00	$ 2,545,620.00	**$22,574,738.00**	**$ 3,361,995.00**

WORK IN PROGRESS BY COUNTY

REVISED TOTAL ESTIMATED LPA COST... $ 3,361,995.00

REVISED TOTAL ESTIMATED PROJECT COST... $ 22,574,738.00

REVISED LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S)... $ 511,995.00

LPA PROJECT SHARE IN PERCENTAGE COMPARED TO TOTAL COST... 15%

TOTAL ESTIMATED CITY OF ALTON COST FOR PHASE III MINUS FEDERAL EARMARK... $ 1,312,297.50

TOTAL ESTIMATED HIDALGO COUNTY COST FOR PHASE III MINUS FEDERAL EARMARK... $ 1,312,297.50

AI-59341 **Precinct #3** **16. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

TXDOT Precinct No. 3:
Requesting acceptance and approval of Advance Funding Agreement (AFA)-Amendment #1 between Hidalgo County and Texas Department of Transportation for Los Ebanos Rd. Bridge Replacement (CSJ # 0921-02-212) with authority for the County Judge to sign all required documentation.

BACKGROUND

This amendment increases the construction funds from $560,000 to $750,000, a total increase of $190,000.

2 Originals Agreements will need to be signed by County Judge.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1315-431-60-123-077-0-722

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

BUDGETARY IMPACT:

Funds available pending approval of AI-59358

Attachments

AFA - Amendment #1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/11/2017 01:21 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Norma Ceballos		Started On: 04/10/2017 02:48 PM
Final Approval Date: 04/13/2017		

CSJ # **0921-02-212**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – CR 872 (Los Ebanos Rd)**
Structure # **21-109-0-AA08-72-001**
NBI Structure # **21-109-0-AA08-72-001**
Federal Highway Administration
CFDA Title: **Highway Planning and Construction**
CFDA # **20.205**
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT AMENDMENT
For Bridge Replacement or Rehabilitation
Off the State System

AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and **County of Hidalgo**, acting by and through its duly authorized officials, called the "Local Government."

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an agreement on **September 28, 2009**; and,

WHEREAS, it has become necessary to amend that agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. **Description of Amended Items**

   Attachment D "Estimate of Direct Costs" is deleted in its entirety and replaced with Attachment D-1 "Estimate of Direct Costs"", which is attached to this amendment.

   The construction funding for this project is increased from $560,000 to $750,000, a total increase of $190,000.

2. All other provisions of the original contract are unchanged and remain in full force and effect.

CSJ # **0921-02-212**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – CR 872 (Los Ebanos Rd)**
Structure # **21-109-0-AA08-72-001**
NBI Structure # **21-109-0-AA08-72-001**
Federal Highway Administration
CFDA Title: **Highway Planning and Construction**
CFDA # **20.205**
Not Research and Development

3. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

_____
Date

CSJ # **0921-02-212**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – CR 872 (Los Ebanos Rd)**
Structure # **21-109-0-AA08-72-001**
NBI Structure # **21-109-0-AA08-72-001**
Federal Highway Administration
CFDA Title: **Highway Planning and Construction**
CFDA # **20.205**
Not Research and Development

ATTACHMENT D-1
ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1)$ 200,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation (1.5%)		(3) $ **3,000**
Construction	$ 750,000	
Engineering and Contingency (E&C)	$ 127,500	
The Sum of Construction and E&C	(2) 877,500	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ **13,163**
Less Amount of Advance Funds Paid by Local Government *		(5) $ 1,008
Amount of Advance Funds to be Paid by Local Government *		**(6) $ 15,155**
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6)
Total Project Direct Cost	(1+2) $1,077,500	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _____

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

March 20, 2017

The Honorable Joe M. Flores
Hidalgo County Commissioner Pct. No. 3
724 N. Breyfogle
Mission, Texas 78574

RE: Off-System Bridge Replacement Project – Amendment #1
CR 872 (Los Ebanos) at Main Floodway (STR# 21-109-0-AA08-72-001)
CSJ: 0921-02-212

Dear Commissioner Flores:

Enclosed please find two originals of Amendment #1 to the subject Advance Funding Agreement. This amendment increases the construction funds from $560,000 to $750,000, a total increase of $190,000.

Please sign and return both originals of Amendment #1 to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Honorable Ramon Garcia, Hidalgo County Judge
Hector Gonzalez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Monica Perez, P.E., Project Manager
Jacinto Garza, P.E, L&G Engineering

T-1315-43L-60-17-077-0
122

Need $5330.

AI-59437 **Budget and Management** **17. A.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to revise salary schedule as per AI# 58728 approved by Commissioners' Court on March 7, 2017.
2. Approval to revise salary schedule in accordance with Commissioners' Court action whenever a personnel related item is presented for consideration.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 02:41 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Damaris San Miguel Started On: 04/13/2017 02:32 PM

Final Approval Date: 04/13/2017

AI-59438 **Budget and Management** **17. B.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

FEMA (1200):
1. Approval of 2017 appropriation of funds into Precinct No.1 (programs 828-838) in the total amount of $296,254.96

R&B(1200):
2. Approval of 2017 appropriation of funds into Precinct No.4 for program (007) in the amount of $140,028.05

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

Appropriation of funds from unassigned fund balance.

Attachments

Appropriation R&B 1200
Appropriation Pct1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 04:20 PM
Merlen P. Munoz	Merlen P. Munoz	04/13/2017 04:26 PM
Budget & Management	Veronica Ortiz	04/13/2017 04:28 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Rolando Garcia		Started On: 04/13/2017 02:39 PM

Final Approval Date: 04/13/2017

DATE: April 18, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. Budget& Mgmt for R/B (1200)

ACCOUNT NUMBER: 7-1200-431-00-124-007-0-610

Contact Person: Rolando G. **Ph#** x5412

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
7-1200-431-00-124-007-0-610	PCT4 RD MAINT-GENERAL SUPPLIES	140,028.05
	TOTAL BUDGET INCREASE (DECREASE)	140,028.05

REASON: Appropriation of funds from R&B Unassigned Fund Balance to fund AI-59438

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: April 18, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. Budget& Mgmt for R/B (1200)

ACCOUNT NUMBER: 7-1200-431-00-121-8XX-0-430

Contact Person: Rolando G. **Ph#** x.5412

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
7-1200-431-00-121-828-0-430	PCT1 CAMPACUAS-REPAIR & MAINT SRV	6,159.37
7-1200-431-00-121-829-0-430	PCT1 CHEROKEE-REPAIR & MAINT SRV	21,521.84
7-1200-431-00-121-830-0-430	PCT1 SANTAWAN-REPAIR & MAINT SRV	24,818.39
7-1200-431-00-121-831-0-430	PCT1 CADDOE-REPAIR & MAINT SRV	45,329.40
7-1200-431-00-121-832-0-430	PCT1 KICKAPOO-REPAIR & MAINT SRV	25,451.51
7-1200-431-00-121-833-0-430	PCT1 WICHITA-REPAIR & MAINT SRV	11,900.30
7-1200-431-00-121-834-0-430	PCT1 TEJAS-REPAIR & MAINT SRV	50,952.62
7-1200-431-00-121-835-0-430	PCT1 SHAWNEE-REPAIR & MAINT SRV	31,430.56
7-1200-431-00-121-836-0-430	PCT1 CHEYENNE-REPAIR & MAINT SRV	31,100.05
7-1200-431-00-121-837-0-430	PCT1 SEMINOLE-REPAIR & MAINT SRV	27,681.69
7-1200-431-00-121-838-0-430	PCT1 CREEK PLACE-REPAIR & MAINT SRV	19,909.23
	TOTAL BUDGET INCREASE (DECREASE)	296,254.96

REASON: Appropriation of funds from R&B Unassigned Fund Balance to fund AI-59438

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59425 **Budget and Management** **17. C.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Various R&B Accounts (1200):
Approval of 2017 appropriation of funds from the R&B unreserved fund balance for Various Pct 2 R&B Accounts in the amount of $2,588,757.42 to fund project & operating expenditures.

BACKGROUND

Appropriation will be provided 4/17/17.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Appropriation from R&B Unreserved Fund Balance.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 11:54 AM
Merlen P. Munoz	Merlen P. Munoz	04/13/2017 04:53 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Erika Zamora		Started On: 04/13/2017 11:51 AM
Final Approval Date: 04/13/2017		

DATE: April 18, 2017

2017
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2 Various Accounts

ACCOUNT NUMBER: 7-1200-431-00-122-XXX-0-XXX

Contact Person: Erika Zamora **Ph#** 956-787-1891

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
7-1200-431-00-122-006-0-751	Pct 2 Rd Maint	Machinery & Equipment	100,000.00
7-1200-431-00-122-006-0-610	Pct 2 Rd Maint	General Supplies	100,000.00
7-1200-431-00-122-006-0-890	Pct 2 Rd Maint	Other	602,474.50
7-1200-431-00-122-123-0-841	Pct 2 ICA Eldora(Jackson-IRd)	Aid to Govt Agency	937,500.00
7-1200-431-00-122-117-0-721	Pct 2 C. Chvz(Bus83-Nolana)	Roads	220,683.56
7-1200-431-00-122-117-0-841	Pct 2 C. Chvz(Bus83-Nolana)	Aid to Govt Agency	628,099.36
		TOTAL BUDGET INCREASE (DECREASE)	$ 2,588,757.42

REASON: Appropriation of monies from Pct 2 R&B Fund Balance into Pct 2 Rd Maint, Eldora Rd Prj & C Chvz Rd Prj.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-59394 **Purchasing Department** **18. A. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the additional one (1) year term (under the same rates, terms and conditions) as provided in the current agreements for the provisions of "TITLE REPORT SERVICES-POOL" (on an as needed basis) for Hidalgo County, commencing, April 26, 2017, expiring, April 25, 2018 with the following firms:

- VALLEY LAND TITLE COMPANY LTD. - C-15-004-04-14
- SOUTH TEXAS LAND INVESTIGATIONS - C-15-004A-04-14

BACKGROUND

Extension-Valley Land Title
Extension-South Texas Land Investigations

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Note: Services are (on call) for County Wide use through a "Purchase Order" request for every job order, thus department will provide account # when utilized.

Attachments

backup
backup

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/13/2017 03:57 PM
Budget & Management	Veronica Ortiz	04/13/2017 03:59 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Letty Saenz Started On: 04/12/2017 05:52 PM
Final Approval Date: 04/13/2017

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 12, 2017

Paul R. Rodriguez, CEO
Cc: Susan Valdez, Director of Administration
Valley Land Title Company, Ltd.
6013 N. 10th Street
McAllen, Texas 78504
P (956) 687-7763 **F** (956) 682-7112

via email: rodriguezp@valleylandtitleco.com
via email: valdezs@valleylandtitleco.com
Term: APRIL 26, 2017 – APRIL 25, 2018

Re: **HB Form 1295 Required/Renewal/Extension Notice**
Contract# C-16-004-04-1[illegible]-"TITTLE REPORT SERVICES-POOL"-Hidalgo County

Dear Mr. Rodriguez:

Be advised, that in order to proceed with the County's option to **renew/extend** for an additional **one (1) year** term (under the same rates, terms and conditions) with **Valley Land Title Company, Ltd.** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908,** and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-17-129-04-18**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **[Renewal/Extension]** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** with **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your *"Updated Certificate of Insurance"* with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: 4/13/17
Paul R. Rodriguez, CEO

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2017

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	CONTACT NAME: Ruben Garza	
Lone Star Insurance Services, Inc. P. O. Box 3988 McAllen TX 78502	PHONE (A/C, No, Ext): 956-682-1722 X2967	FAX (A/C, No): 956-682-1742
	E-MAIL ADDRESS: garzar@lonestar-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	
INSURED Valley Land Title Company, LTD. 6013 N. 10th Street McAllen TX 78504	INSURER B : Twin City Fire Insurance Co.	
	INSURER C : Commerce & Industry Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			680-7G692493-17-42	01/16/2017	01/16/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000.00 $ 300,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		65WBCAN8069	03/17/2017	03/17/2018	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
C	Excess Liability			BE 015886431	01/16/2017	01/16/2018	Each Occurrence General Aggregate	$1,000,000.00 $1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of Hidalgo
Purchasing Department
2812 S. Bus. Hwy. 83
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

Mona Zumaya

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2017

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	CONTACT NAME: Ruben Garza	
Lone Star Insurance Services, Inc. P. O. Box 3988 McAllen TX 78502	PHONE (A/C, No, Ext): 956-682-1722 X2967	FAX (A/C, No): 956-682-1742
	E-MAIL ADDRESS: garzar@lonestar-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Surplus Lines Insurance Company	
INSURED Valley Land Title Company, Ltd. Valley Land Title Company 6013 N. 10th Street McAllen TX 78504	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			SLSL-PRO-262554-17	02/15/2017	02/15/2018	Per Claim	$1,000,000.00
							Annual Aggregate	$1,000,000.00
							Retention	$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

County of HIdalgo
Purchasing Department
2812 S. Bus. Hwy. 83
Edinburg TX 7

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Zumaya

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ACORD

VALL-03

OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/24/2017

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III 956-682-2841	CONTACT NAME: R. Raul Cabaza, III PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allstate Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Valley Land Title Company, Ltd, 6013 N. 10th Street, McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			648277661	01/14/2017	01/14/2018	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia Cabaza

ACORD 25 (2016/03)

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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:
2017-192109

Date Filed:
04/13/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Valley Land Title Co.
McAllen, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
E-17-129-04-18
Title Report Services-Pool

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.

SUSAN VALDEZ
Notary Public
STATE OF TEXAS
Notary ID# 4797553
My Comm. Exp. 10-01-2018

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Paul R. Rodriguez, this the 13th day of April, 20 17, to certify which, witness my hand and seal of office.

Susan Valdez — Susan Valdez

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:
2017-192109

Date Filed:
04/13/2017

Date Acknowledged:
04/13/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Valley Land Title Co.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-17-129-04-18
Title Report Services-Pool

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-004-04-14

THIS AGREEMENT is made effective the **14TH** day of **April, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Company, Ltd.** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and;

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Report Services Pool".

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

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** This Contract is for a period of **two (2) years,** effective, **April 26, 2015,** expiring, **April 25, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. **Non-Exclusive Services of Title Agent/Examiner.** Hidalgo County reserves the right to request these services from other sources other than the Title Agent/Examiner and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title

Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

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

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title

Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

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

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under

this contract.

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

11. Voluntary Termination. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

12. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

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

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

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

19. Hold Harmless. In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional

actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

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

If to County:	County of Hidalgo Attn: County Judge 1615 So. Closner, Ste., J. Edinburg, Texas 78539
If to Title Agent/Examiner:	Valley Land Title Company Attn: Paul R. Rodriguez, CEO 6013 N. 10th Street McAllen, Texas 78501

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

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Contract.

23. Binding Contract. This Contract 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 contract.

24. Gender. All pronouns used in this Contract 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

25. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

26. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: APRIL 14, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
VALLEY LAND TITLE COMPANY

Name: _____

By: _____

Printed Name: Paul R. Rodriguez

Title: Chief Executive Officer

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 11, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -***"TITLE REPORT SERVICES (POOL)"***
RFP NO: 2015-004-03-25-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL(RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"TITLE REPORT SERVICES"
Pool"
RFP NO: 2015-004-03-25-SMA

ITEM	DESCRIPTION	NO. OF PAGES
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2.	Request for Proposal , Legal Notice	7
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Form	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Professional Service Agreement	12

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 11, 2015
Date

RFP NO: 2015-004-03-25-SMA	BUYER II: SANDRA MONTALVO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

Title Report Services

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

1. Sealed proposals will be received for ***"Hidalgo County –Title Report Services (Pool)"***, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2015-004-03-25-SMA Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday March 25, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2015-004-03-25-SMA "Hidalgo County–Title Report Services (Pool)".

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–***"Hidalgo County – Title Report Services (Pool)"***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Projected Proposal Opening, 9:30 A.M., **March 25, 2015**
Project/Anticipated Award Date: _____,2015
Commence Work or Deliver Products _____,2015

18. ~~**BID OR PERFORMANCE BOND AND**~~ **DEBARMENT CERTIFICATION**~~**; PAYMENT UNDER CONTRACT:**~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**
    - Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a

successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –
"Title Report Services (Pool)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

OVERVIEW:
County of Hidalgo is seeking to engage services from interested and qualified vendors to provide ***"Title Report Services"*** on an "AS NEEDED BASIS".

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TITLE REPORT SERVICES-POOL""** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 25, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that request for proposals are routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements/qualifications procedures must be received **via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday March 18, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 20, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for two *(2) Year*, with the County's option for additional *One (1) year* extension based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SCOPE OF SERVICES** in *Exhibit "A"*.

DAVIS BACON ACT if applicable).:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of **one (1) original and seven (7) copies** response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S
Hidalgo County is soliciting to contract with vendors who are qualified in accordance with the request. The proposer will directly perform the required services by Hidalgo County as stated on the RFP.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications **which may be** required by the STATE OF TEXAS and HIDALGO COUNTY that you may possess that deem you as qualified.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES
County of Hidalgo is accepting proposals from interested and qualified vendors with the experience in providing ***"Title Report Services"***. The purpose of soliciting request for proposal (RFP) is to develop a **"POOL"** for the engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts which will be executed for ***"Title Report Services"***.

I. FIRM QUALIFICATIONS:

a) The vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

b) The provider should have experience with: (1)State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

c) Hidalgo County may issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

d) All information and/or data contained within the completed **"Title Report"** must be obtained from a Title/Abstract office.

II. REQUIREMENTS:

Each proposal must address, but may not be limited to, the following issues:

1) Firm Name
2) Name, position, phone and fax number of Point of Contact (POC).
3) Name of Principal/Owner and number of years in business.
4) State name of Title Company from whose records information will be obtained.
5) List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6) Detail how your firm/company has the capability to deliver the services required on a timely basis.

III. INFORMATION TO BE INCLUDED FOR EACH TITLE REPORT including but not limited to:

Name and address of owner of property with information on title vesting;

1) Lien holder with recording information;
2) Legal description of property;
3) Easement affecting property both specifically for the lot arid general covering entire subdivision;
4) Show any Federal *and/or* State Tax Liens
5) Provide copies of Deed, Liens, and Easements.
6) Provide copy of maps where information was retrieved (Highlighted & Specified)

REQUEST FOR SERVICES:

Hidalgo County departments requiring ***"Title Report Services"*** will select one or more of the vendors awarded through the pool and thereafter department shall request a purchase order in order to acquire services from vendor for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

INVOLUNTARY TERMINATION:

The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

a) The death of the vendor, if an individual, or the primary professional member, if a firm or entity;

b) The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;

c) The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

d) The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;

e) The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

f) The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to

pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

g) A vendor submitting a deliverable product, i.e. title report, which results in delay or interruption of the acquisition process including the incurring of additional expense by the County, will be grounds for termination of vendor's participation in the "Pool".

SECTION III
Evaluation Criteria/Selection

A.)The submitter's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. FIRM CAPABILITIES — 40 pts

- Quality and Accuracy of work performed in a timely manner
- Current Workload and ability to commence various projects
- Capability to meet schedules and deadlines
- Experience with Hidalgo County and the Texas Department of Transportation Requirements

2. RESPONSIVENESS: — 30pts

- Thorough ness of Information provided
- Understanding of Project
- List of references provided

3. COST FEES — 30 pts

- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services

Total 100

B.) **RANKING OF PROPOSALS:**
Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Purchasing Department will make a recommendation to Hidalgo County Commissioners Court and accept the responses in order to enter into contract for Indefinite Delivery Indefinite Quantity (IDIQ).

C.) **NEGOTIATION PROCESS:**
Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Accuracy and completeness are essential. Best and final offer will be submitted to respondents in order to establish the fees associated with the services to be provided

EXHIBIT "B"

Evaluation Form
Hidalgo County
"TITLE REPORT SERVICES"
RFP NO: 2015-004-03-25-SMA

SELECTION CRITERIA	Minimum Points	Score
1. FIRM CAPABILITIES:	**(40 points maximum)**	
➢ Quality and accuracy of work performed in a timely manner	0-10	
➢ Current workload and ability to commence various projects	0-10	
➢ Capability to meet schedules and deadlines	0-10	
➢ Experience with Hidalgo County and the Texas Department of Transportation requirements	0-10	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS:	**(30 points maximum)**	
➢ Thoroughness of Information provided	0-10	
➢ Understanding of Project	0-10	
➢ List of References provided	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. COST FEES:	**(30 points maximum)**	
➢ Cost fees	0-30	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20____

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ pre than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"

Services to be provided by Title Agent/Examiner

ORIGINAL

Valley Land Title Co.

6013 N. 10th St.
McAllen, Tx 78504
(956) 217-3101
Fax (956) 217-3122
www.rodriguezp@valleylandtitleco.com

March 24, 2015

Ms. Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas

Re: RFP#2015-004-03-25-SMA
"Hidalgo County -Title Report Services (Pool)"

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for "Hidalgo County - Title Report Services".

UNDERSTANDING OF THE PROJECT

Our company has operated in Hidalgo County since 1919, providing real estate title insurance, title examination and escrow/closing services. The company's current owner is Mr. Alonzo Cantu who has been involved with the company since becoming a part-owner in 2003; he has been a successful builder, developer and bank director for over 25 years. I have been the company's chief executive officer since 2006 after a 30 year career as a commercial banker and am responsible for the overall operation of our company. To fulfill our core services, we rely on our plant which contains real estate recordings history dating back to the establishment of Hidalgo County.

PERSONNEL AND STAFFING

The production of Title Reports is the responsibility of our Examination Department which is headed by Mr. Mario Garza who has over 30 years of examination and abstracting experience, all of them with our company. He became manager/chief

examiner of that department in 2006 and supervises five individuals that are involved in the preparation of Title Reports.

Mr. Danny Gonzalez is a 31 year veteran in the Examination Department and is our assistant chief examiner. He is responsible for the department's operations in Mr. Garza's absence.

Ms. Ida Castaneda has been an examiner/abstracter for over 20 years and has worked in the department for over 28 years.

Ms. Martha Rodriguez has been an examiner/abstracter for 7 years and has worked in the department for 10 years.

Mr. Sal Rangel has been an examiner/abstracter for 6 years and was previously in our escrow department for 2 years.

Ms. Amanda Garcia is responsible for typing/publishing Title Reports and has been performing this function for 6 of her 8 years with our company.

FIRM QUALIFICATIONS

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact had been with Mr. Joe Pena, former Director for the Hidalgo County Right of Way Department, but we now work with individual precinct staff members for their needs. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena was also our point of contact; we now take direction from Mr. Jaime Salazar. In addition, since 2003 we were contracted to work with L& G Engineering 2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a Title Report as quickly as any of our competitors in the title company business in Hidalgo County. These reports will include:

1) Name and address of owner of property with information on title vesting;
2) Lien holder with recording information;
3) Legal description of property;
4) Easement affecting property both specifically for the lot and general covering entire subdivision;
5) Show any Federal and/or State Tax liens;
6) Provide copies of Deed, Liens and Easements;
7) Provide copy of maps where information was retrieved (Highlighted & Specified).

If the property involved has a "lot and block" legal description, a Title Report will be provided within three business days. Properties that have less specific legal descriptions, known as metes and bounds, on the other hand can require more time to complete. We are willing to strive to meet the three business day goal, but reserve the right to advise you within that time frame of the need for additional time in order to complete a thorough and accurate Title Report. The cost of a Title Report will be $350.

We appreciate the opportunity to submit this Request for Proposal and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT "B"

Fee Schedule

ORIGINAL

Valley Land Title Co.

6013 N. 10th St.
McAllen, Tx 78504
(956) 217-3101
Fax (956) 217-3122
www.rodriguezp@valleylandtitleco.com

March 24, 2015

Ms. Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas

Re: RFP#2015-004-03-25-SMA
"Hidalgo County -Title Report Services (Pool)"

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examiner of that department in 2006 and supervises five individuals that are involved in the preparation of Title Reports.

Mr. Danny Gonzalez is a 31 year veteran in the Examination Department and is our assistant chief examiner. He is responsible for the department's operations in Mr. Garza's absence.

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DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a Title Report as quickly as any of our competitors in the title company business in Hidalgo County. These reports will include:

1) Name and address of owner of property with information on title vesting;
2) Lien holder with recording information;
3) Legal description of property;
4) Easement affecting property both specifically for the lot and general covering entire subdivision;
5) Show any Federal and/or State Tax liens;
6) Provide copies of Deed, Liens and Easements;
7) Provide copy of maps where information was retrieved (Highlighted & Specified).

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We appreciate the opportunity to submit this Request for Proposal and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

EXHIBIT "C"

Insurance Certificate

VALL-03 OP ID: AO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Walton King Ins. Group
121 W. Pecan
McAllen, TX 78501
R. Raul Cabaza, III

CONTACT NAME: Cris Palacios
PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015
E-MAIL ADDRESS: cpalacios@swkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allstate Insurance Co.	
INSURER B : Texas Mutual Insurance Co.	22945
INSURER C : Commerce & Industry Insurance	
INSURER D : The Travelers Ins. Co.	40282
INSURER E :	
INSURER F :	

INSURED
Valley Land Title Company, Ltd
6013 N. 10th Street
McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6808237B467	01/16/2015	01/16/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			648558606	01/14/2015	01/14/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EBU080863089	01/16/2015	01/16/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001165219	01/16/2015	01/16/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Buildings or premises - offices/Title Company
Certificate Holder is included as Additional Insured on General Liability
Policy per Blanket Additional Insured-Managers or Lessors of Premises
provision of Xtend Endorsement No. CG D1 86 11 03 attached to the GL policy.

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raul Cabaza III

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AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 14, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-49003**
Proclamation Declaring April 2015 as Child Abuse Awareness and Prevention Month - proclamation urges all citizens to work together to help reduce child abuse and neglect significantly in years to come

B. **AI-49173**
Discussion, consideration, and possible action on letters of support requested by City of Edinburg for the Transportation Alternative Program (TAP) grant applications being submitted through Hidalgo County Metropolitan Planning Organization.

C. **AI-49301**
Letter in Support of The Renaissance Medical Foundation's application for a $5 million U.S. Department of Labor grant to develop and deliver a healthcare professions apprenticeship program to increase the numbers of degreed nurses and other health care professionals

3. **AI-49162**
   Pct 3 Rd. Maint. (1200):
   Approval of 2015 appropriation of funds from the R&B unreserved fund balance into Pct 3 Rd. Maint. (program 005) in the amount of $440,283.57 to fund operating expenditures.

4. **AI-49292**
   Tax Office Scofflaw Program (1100):
   Approval of 2015 appropriation of funds from the General Fund restricted Scofflaw fund balance into the Scofflaw Program (140-004) in the amount of $125,174.57 to fund salaries & operating expenditures.

5. **AI-49232**
   Fire Marshal (1100):
   1. Approval of Certification of Revenue by County Auditor for the Fire Marshal.
   2. Approval of 2015 appropriation of funds for Fire Marshal in the amount of $1,004.68 to fund the repairs for vehicle.

E. Interfund transfers:

1. **AI-49311**
   Pct. 4 (1301):
   Approval of 2015 interfund transfer from Pct# 4 Rd. Maint. (1200) to Emergency SRVC-Linn San Manuel (1301) in the amount of $3,010.20.

26. Purchasing Department - Marty Salazar:

Notes:

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

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

A. Hidalgo County

5. **AI-49053**
a. Requesting authority to advertise and approval of procurment packet (i.e., requirements, legal notice, etc.) as attached hereto for **RFQ No 2015-118-"Arbitrage Calculation Services"**-for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-Board of Directors) in accordancee with current inter-local agreement as attached hereto including the re-advertising of project in the event no proposals are received and project is still required.

b. Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the RFQ's received for **RFQ 2015-118-05-06-YZV-"Arbitrage Calculation Services"** for Hidalgo County including Hidalgo County Drainage District #1.

6. **AI-49285**
A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C)-an item that only be obtained from one source;

B. Requesting approval of a **"Sole Source"** Agreement # **C-15-121-04-14** with **CSS Technology, Inc.** d/b/a **EN-1 Roadbond Service Company** for the provisions of **"EN-1 Road Stabilizer Material"** for Hidalgo County (Elected Offices, Departments, Programs and/or Agencies) (all funding sources) in connection to "sole source declaration" as (approved by CC on 03/17/15, under AI-48830), subject to legals approval.

APPROVED

7. **AI-49304**
Acceptance of the responses received and graded by HC Pct. ROW Agents (evaluators) as recommended and qualified for award -"Title Report Services- Pool" and approval of contracts with Valley Land Title and So. Texas Land Investigations

B. Pct. 1

1. **AI-49219**
Requesting approval to purchase from awarded vendor Rush Truck Centers of Texas LP, under Contract #430-13 through the County's membership/participation with (TASB)-BuyBoard to include, but not limited to, delivery, BuyBoard fee and any other appurtenances as may be needed for the purchase of the following: (Project #15-150-OGG)

Qty	DESCRIPTION	AMOUNT
1	2015 Peterbilt Model 348 Dump Truck	$122,793.53
1	2016 Peterbilt Model 348 Distributor	$176,233.45
1	2015 Peterbilt 367 Hauler	$132,646.00

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 12, 2017

Jorge A. Lopez, Title Examiner
South Texas Land Investigations
3111 West Freddy Gonzalez Drive
Edinburg, Texas 78539
P (956) 383-4951 **F** (956) 383-5443

via email: stxland.lopez@gmail.com
Term: APRIL 26, 2017 – APRIL 25, 2018

Re: HB Form 1295 Required/Renewal/Extension Notice
Contract# C-15-004A-04-14-"TITTLE REPORT SERVICES-POOL"-Hidalgo County

Dear Mr. Lopez:

Be advised, that in order to proceed with the County's option to **renew/extend** for an additional **one (1) year term** (under the same rates, terms and conditions) with **South Texas Land Investigations** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908,** and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-17-129A-04-18**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **[Renewal/Extension]** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** with **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: Jorge A. Lopez Title Examiner Date: April 13, 2017

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 7/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RAFAEL SALGADO INSURANCE AGENCY 1200 N 10th St, Ste A McAllen, TX 78501	CONTACT NAME: Rafael Salgado PHONE (A/C, No, Ext): (956) 683-0670 FAX (A/C, No): (956) 683-0534 E-MAIL ADDRESS: rsalgadoins@aol.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Oklahoma Spec Ins Co
INSURED South Texas Land Investigations C/O Jorge A Lopez 3111 Freddy Gonzalez Drive Edinburg, TX 78539	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			ENO 6000603 14 02	5/17/16	05/17/17	1,000,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
County Of Hidalgo 2812 S Business Highway 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Rafael Salgado

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2017

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.

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PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

CONTACT NAME:
PHONE (A/C, No, Ext): 956-383-0117 FAX (A/C, No): 956-383-0195
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : STARR INDEMNITY & LIABILITY COMPANY	
INSURER B :	
INSURER C :	
INSURER D:	
INSURER E :	
INSURER F :	

INSURED
SOUTH TEXAS LAND INVESTIGATIONS
C/O JORGE A LOPEZ
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG TX 78539

COVERAGES **CERTIFICATE NUMBER:** 9460 **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			1000358497171	03/20/17	03/20/18	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$	350,000
	CLAIMS-MADE X OCCUR						MED. EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	1,000,000
								$	
A	AUTOMOBILE LIABILITY			1000358497171	03/20/17	03/20/18	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH ER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N		N/A				E.L. EACH ACCIDENT	$	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$	
							E.L. DISEASE-POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

Attention:

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

MARBURGER-HOLT INSURANCE

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STATE OF TEXAS §
§ **AFFIDAVIT**
COUNTY OF HIDALGO §

TO: HIDALGO COUNTY

Before me a Notary Public for the **State of Texas** and **Hidalgo County** on this **17th day of April 2017,** appeared **JORGE A. LOPEZ** and stated the following:

My name is **JORGE A. LOPEZ** and I am doing business as **SOUTH TEXAS LAND INVESTIGATIONS** and I am performing work as an independent contractor without employees, therefore: I am not entitled to workers compensation benefits from the **State of Texas.**

I understand that if I have any employees working for me, I must maintain workers compensation insurance on them. Contractor further understands that in the event it becomes necessary to hire employees in the performance of conducting business with **HIDALGO COUNTY,** a workers compensation policy be provided to ensure compliance with the **State of Texas** laws.

Contractors are strictly liable for any actions brought for non-compliance with adherence to workers compensation law.

Signed this **17th. day of April, 2017.**

JORGE A. LOPEZ, Title Examiner

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the **17th.** day of **April, 2017,** by **JORGE A. LOPEZ.**

My commission expires on:

12-17-2020

VICKIE MURDEN
Notary Public
STATE OF TEXAS
Notary ID# 49581-4
My Comm. Exp. 12-17-2020

Notary Public, State of Texas

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:
2017-192570

Date Filed:
04/13/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SOUTH TEXAS LAND INVESTIGATIONS
EDINBURG, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-17-129A-04-18
TITLE REPORT SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LOPEZ, JORGE A.	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.

ROQUE GUERRERO
Notary Public, State of Texas
My Comm. Exp 08-04-2019
NOTARY ID#: 1168401-0

AFFIX NOTARY STAMP / SEAL ABOVE

Jorge A. Lopez
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jorge A. Lopez, this the 13th day of April, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Roque Guerrero
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
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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.

SOUTH TEXAS LAND INVESTIGATIONS
EDINBURG, TX United States

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HIDALGO COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-17-129A-04-18
TITLE REPORT SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LOPEZ, JORGE A.	EDINBURG, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-004A-04-14

THIS AGREEMENT is made effective the **14TH** day of **April, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **South Texas Land Investigations** (Title Agent/Examiner).

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and;

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Title Report Services Pool".

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

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. ***The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.***

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** This Contract is for a period of **two (2) years,** effective, **April 26, 2015,** expiring, **April 25, 2017** with the County's option to extend/renew for an additional one (1) year period based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term, under the same rates, terms and conditions.

3. **Non-Exclusive Services of Title Agent/Examiner.** Hidalgo County reserves the right to request these services from other sources other than the Title Agent/Examiner and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner is authorized to submit periodic requests for payment within thirty days after

completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

5. Progress. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

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

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and

duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

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

8.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Title Agent/Examiner must comply with all applicable

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

11. Voluntary Termination. Title Agent/Examiner and County agree that this contract shall be in effect until this Contract expires or is terminated by County without cause on thirty (30) days prior written notice to Title Agent/Examiner.

12. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract 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

Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

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

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

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

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

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

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

If to County:	County of Hidalgo Attn: County Judge 1615 So. Closner, Ste., J. Edinburg, Texas 78539
If to Title Agent/Examiner:	**South Texas Land Investigations** Attn: Jorge A. Lopez, Title Examiner 3111 W. Freddy Gonzalez Drive 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 Unites States mail.

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

23. Binding Contract. This Contract 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 contract.

24. Gender. All pronouns used in this Contract 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

25. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

26. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Title Agent/Examiner. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT on: APRIL 14, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:
SOUTH TEXAS LAND INVESTIGATIONS

Name: Jorge A. López

By: _____

Printed Name: Jorge A. Lopez

Title: Title Examiner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 11, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -***"TITLE REPORT SERVICES (POOL)"***
RFP NO: 2015-004-03-25-SMA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSAL(RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"TITLE REPORT SERVICES"
Pool"
RFP NO: 2015-004-03-25-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposal , Legal Notice	7
3.	Exhibit A, Requirements	5
4.	Exhibit B, Evaluation Form	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Professional Service Agreement	12

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 11, 2015
Date

RFP NO: 2015-004-03-25-SMA	BUYER II: SANDRA MONTALVO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County

Title Report Services

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

1. Sealed proposals will be received for ***"Hidalgo County –Title Report Services (Pool)"***, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2015-004-03-25-SMA Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday March 25, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2015-004-03-25-SMA "Hidalgo County–Title Report Services (Pool)".

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–***"Hidalgo County – Title Report Services (Pool)"***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Projected Proposal Opening, 9:30 A.M.,	**March 25, 2015**
Project/Anticipated Award Date:	**_____,2015**
Commence Work or Deliver Products	**_____,2015**

18. ~~**BID OR PERFORMANCE BOND AND**~~ **DEBARMENT CERTIFICATION**~~**; PAYMENT UNDER CONTRACT:**~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**
    - Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a

successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY –
"Title Report Services (Pool)"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

OVERVIEW:
County of Hidalgo is seeking to engage services from interested and qualified vendors to provide *"Title Report Services"* on an "AS NEEDED BASIS".

Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TITLE REPORT SERVICES-POOL""** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 25, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that request for proposals are routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

RFP QUESTIONS AND ANSWERS:
Any question(s) regarding the requirements/qualifications procedures must be received **via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday March 18, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 20, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in BLUE ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
The initial term of the contract shall be for two *(2) Year*, with the County's option for additional *One (1) year* extension based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **SCOPE OF SERVICES** in *Exhibit "A"*.

DAVIS BACON ACT if applicable).:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications

SECTION II
RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of **one (1) original and seven (7) copies** response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S
Hidalgo County is soliciting to contract with vendors who are qualified in accordance with the request. The proposer will directly perform the required services by Hidalgo County as stated on the RFP.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications **which may be** required by the STATE OF TEXAS and HIDALGO COUNTY that you may possess that deem you as qualified.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES
County of Hidalgo is accepting proposals from interested and qualified vendors with the experience in providing ***"Title Report Services"***. The purpose of soliciting request for proposal (RFP) is to develop a **"POOL"** for the engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts which will be executed for ***"Title Report Services"***.

I. FIRM QUALIFICATIONS:

a) The vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

b) The provider should have experience with: (1)State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

c) Hidalgo County may issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

d) All information and/or data contained within the completed **"Title Report"** must be obtained from a Title/Abstract office.

II. REQUIREMENTS:

Each proposal must address, but may not be limited to, the following issues:

1) Firm Name
2) Name, position, phone and fax number of Point of Contact (POC).
3) Name of Principal/Owner and number of years in business.
4) State name of Title Company from whose records information will be obtained.
5) List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6) Detail how your firm/company has the capability to deliver the services required on a timely basis.

III. INFORMATION TO BE INCLUDED FOR EACH TITLE REPORT including but not limited to:

Name and address of owner of property with information on title vesting;

1) Lien holder with recording information;
2) Legal description of property;
3) Easement affecting property both specifically for the lot arid general covering entire subdivision;
4) Show any Federal *and/or* State Tax Liens
5) Provide copies of Deed, Liens, and Easements.
6) Provide copy of maps where information was retrieved (Highlighted & Specified)

REQUEST FOR SERVICES:

Hidalgo County departments requiring "***Title Report Services***" will select one or more of the vendors awarded through the pool and thereafter department shall request a purchase order in order to acquire services from vendor for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

In the event a situation arises that requires an urgent timeline, a department (i.e. elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion, i.e. in writing or e-mail) to meet that timeframe.

INVOLUNTARY TERMINATION:

The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

a) The death of the vendor, if an individual, or the primary professional member, if a firm or entity;

b) The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;

c) The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

d) The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;

e) The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or

f) The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to

pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

g) A vendor submitting a deliverable product, i.e. title report, which results in delay or interruption of the acquisition process including the incurring of additional expense by the County, will be grounds for termination of vendor's participation in the "Pool".

SECTION III
Evaluation Criteria/Selection

A.)The submitter's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. FIRM CAPABILITIES — 40 pts

- Quality and Accuracy of work performed in a timely manner
- Current Workload and ability to commence various projects
- Capability to meet schedules and deadlines
- Experience with Hidalgo County and the Texas Department of Transportation Requirements

2. RESPONSIVENESS: — 30pts

- Thorough ness of Information provided
- Understanding of Project
- List of references provided

3. COST FEES — 30 pts

- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services

Total 100

B.) **RANKING OF PROPOSALS:**
Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Purchasing Department will make a recommendation to Hidalgo County Commissioners Court and accept the responses in order to enter into contract for Indefinite Delivery Indefinite Quantity (IDIQ).

C.) **NEGOTIATION PROCESS:**
Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Accuracy and completeness are essential. Best and final offer will be submitted to respondents in order to establish the fees associated with the services to be provided

EXHIBIT "B"

Evaluation Form

Hidalgo County

"TITLE REPORT SERVICES"

RFP NO: 2015-004-03-25-SMA

SELECTION CRITERIA	Minimum Points	Score
1. FIRM CAPABILITIES:	**(40 points maximum)**	
➢ Quality and accuracy of work performed in a timely manner	0-10	
➢ Current workload and ability to commence various projects	0-10	
➢ Capability to meet schedules and deadlines	0-10	
➢ Experience with Hidalgo County and the Texas Department of Transportation requirements	0-10	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS:	**(30 points maximum)**	
➢ Thoroughness of Information provided	0-10	
➢ Understanding of Project	0-10	
➢ List of References provided	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. COST FEES:	**(30 points maximum)**	
➢ Cost fees	0-30	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
Proposer's Affidavit

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20____

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ re than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"

Services to be provided by Title Agent/Examiner

SOUTH TEXAS LAND INVESTIGATIONS

3111 WEST FREDDY GONZALEZ DRIVE

EDINBURG, TEXAS 78539

PHONE (956) 383-4951

FAX (956) 383-5443

E-MAIL: stxland.lopez@gmail.com

FEE SCHEDULE

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete **Title Reports** within three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), **COUNTY OF HIDALGO** and other governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from the plant at the office of **EDWARDS ABSTRACT AND TITLE COMPANY.**

II. SCOPE OF SERVICES & FEE SCHEDULE

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing: Property Description, Owner's Name, Easements and all Liens filed against persons of the same or similar names as record title holder or predecessor in title. The price per Title Report will be **$450.00** per parcel and **$350.00** for Updated Title Reports.

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **40 years** experience in the Title Business Industry
Phone No. (956) 383-4951
Fax No. (956) 383-5443

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **EDWARDS ABSTRACT AND TITLE COMPANY.**

REFERENCES:

Ms. Jeanie K. Backor,
Land Acquisition Deputy Director for CITY OF McALLEN.

EXHIBIT "B"

Fee Schedule

SOUTH TEXAS LAND INVESTIGATIONS

3111 WEST FREDDY GONZALEZ DRIVE

EDINBURG, TEXAS 78539

PHONE (956) 383-4951

FAX (956) 383-5443

E-MAIL: stxland.lopez@gmail.com

FEE SCHEDULE

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete **Title Reports** within three (3) business days per parcel.

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D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from the plant at the office of **EDWARDS ABSTRACT AND TITLE COMPANY.**

II. SCOPE OF SERVICES & FEE SCHEDULE

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SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **40 years** experience in the Title Business Industry
Phone No. (956) 383-4951
Fax No. (956) 383-5443

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **EDWARDS ABSTRACT AND TITLE COMPANY.**

REFERENCES:

Ms. Jeanie K. Backor,
Land Acquisition Deputy Director for CITY OF McALLEN.

EXHIBIT "C"

Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195 MARBURGER-HOLT INSURANCE AGENCY 1305 SOUTH CLOSNER P O BOX 1198 EDINBURG TX 78539	CONTACT NAME: Jack Holt PHONE (A/C, No, Ext): 956-383-0117 FAX (A/C, No): 956-383-0195 E-MAIL ADDRESS: almag59@sbcglobal.net
INSURED SOUTH TEXAS LAND INVESTIGATIONS C/O JORGE A LOPEZ 3111 WEST FREDDY GONZALEZ DRIVE EDINBURG TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Western Heritage INSURER B : INSURER C : INSURER D: INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 8789 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SCP1501386-01	03/19/15	03/19/16	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
	CLAIMS-MADE OCCUR						MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			SCP1501386-01	03/19/15	03/19/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

Attention:

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

Jack Holt

ACORD 25 (2010/05)

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STATE OF TEXAS §
§ **AFFIDAVIT**
COUNTY OF HIDALGO §

TO: HIDALGO COUNTY

Before me a Notary Public for the **State of Texas** and **Hidalgo County** on this **10th day of April, 2015,** appeared **JORGE A. LOPEZ** and stated the following:

My name is **JORGE A. LOPEZ** and I am doing business as **SOUTH TEXAS LAND INVESTIGATIONS** and I am performing work as an independent contractor without employees, therefore: I am not entitled to workers compensation benefits from the **State of Texas.**

I understand that if I have any employees working for me, I must maintain workers compensation insurance on them. Contractor further understands that in the event it becomes necessary to hire employees in the performance of conducting business with **HIDALGO COUNTY,** a workers compensation policy be provided to ensure compliance with the **State of Texas** laws.

Contractors are strictly liable for any actions brought for non-compliance with adherence to workers compensation law.

Signed this **10th. day of April, 2015.**

JORGE A. LOPEZ, Title Examiner

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ~~8th~~ 10th. day of ~~October,~~ April 5th ~~2014~~, by **JORGE A. LOPEZ.**

My commission expires on:

03-14-2017

Notary Public, State of Texas

DIANABEL A GARZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 3/14/17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RAFAEL SALGADO INSURANCE AGENCY 1200 N 10th St, Ste A McAllen, TX 78501	CONTACT NAME: Rafael Salgado PHONE (A/C, No, Ext): (956) 683-0670 FAX (A/C, No): (956) 683-0534 E-MAIL ADDRESS: rsalgadoins@aol.com
INSURED South Texas Land Investigations C/O Jorge A Lopez 3111 Freddy Gonzalez Drive Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: American Safety Indemnity Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			ENO 6000603 13 02	5/17/14	05/17/15	1,000,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rafael Salgado

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AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 14, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-49003**
Proclamation Declaring April 2015 as Child Abuse Awareness and Prevention Month - proclamation urges all citizens to work together to help reduce child abuse and neglect significantly in years to come

B. **AI-49173**
Discussion, consideration, and possible action on letters of support requested by City of Edinburg for the Transportation Alternative Program (TAP) grant applications being submitted through Hidalgo County Metropolitan Planning Organization.

C. **AI-49301**
Letter in Support of The Renaissance Medical Foundation's application for a $5 million U.S. Department of Labor grant to develop and deliver a healthcare professions apprenticeship program to increase the numbers of degreed nurses and other health care professionals

3. **AI-49162**
   Pct 3 Rd. Maint. (1200):
   Approval of 2015 appropriation of funds from the R&B unreserved fund balance into Pct 3 Rd. Maint. (program 005) in the amount of $440,283.57 to fund operating expenditures.

4. **AI-49292**
   Tax Office Scofflaw Program (1100):
   Approval of 2015 appropriation of funds from the General Fund restricted Scofflaw fund balance into the Scofflaw Program (140-004) in the amount of $125,174.57 to fund salaries & operating expenditures.

5. **AI-49232**
   Fire Marshal (1100):
   1. Approval of Certification of Revenue by County Auditor for the Fire Marshal.
   2. Approval of 2015 appropriation of funds for Fire Marshal in the amount of $1,004.68 to fund the repairs for vehicle.

E. Interfund transfers:

1. **AI-49311**
   Pct. 4 (1301):
   Approval of 2015 interfund transfer from Pct# 4 Rd. Maint. (1200) to Emergency SRVC-Linn San Manuel (1301) in the amount of $3,010.20.

26. Purchasing Department - Marty Salazar:

Notes:

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

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

A. Hidalgo County

5. **AI-49053**
a. Requesting authority to advertise and approval of procurment packet (i.e., requirements, legal notice, etc.) as attached hereto for **RFQ No 2015-118-"Arbitrage Calculation Services"**-for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-Board of Directors) in accordancee with current inter-local agreement as attached hereto including the re-advertising of project in the event no proposals are received and project is still required.

b. Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the RFQ's received for **RFQ 2015-118-05-06-YZV-"Arbitrage Calculation Services"** for Hidalgo County including Hidalgo County Drainage District #1.

6. **AI-49285**
A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C)-an item that only be obtained from one source;

B. Requesting approval of a **"Sole Source"** Agreement # **C-15-121-04-14** with **CSS Technology, Inc.** d/b/a **EN-1 Roadbond Service Company** for the provisions of **"EN-1 Road Stabilizer Material"** for Hidalgo County (Elected Offices, Departments, Programs and/or Agencies) (all funding sources) in connection to "sole source declaration" as (approved by CC on 03/17/15, under AI-48830), subject to legals approval.

APPROVED

7. **AI-49304**
Acceptance of the responses received and graded by HC Pct. ROW Agents (evaluators) as recommended and qualified for award -"Title Report Services- Pool" and approval of contracts with Valley Land Title and So. Texas Land Investigations

B. Pct. 1

1. **AI-49219**
Requesting approval to purchase from awarded vendor Rush Truck Centers of Texas LP, under Contract #430-13 through the County's membership/participation with (TASB)-BuyBoard to include, but not limited to, delivery, BuyBoard fee and any other appurtenances as may be needed for the purchase of the following: (Project #15-150-OGG)

Qty	DESCRIPTION	AMOUNT
1	2015 Peterbilt Model 348 Dump Truck	$122,793.53
1	2016 Peterbilt Model 348 Distributor	$176,233.45
1	2015 Peterbilt 367 Hauler	$132,646.00

AI-59140 **Purchasing Department** **18. A. 2.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor Anrige Inc., dba, A Clean Portoco submitting the lowest and best bid [and meeting all HC specifications/requirements] for the purpose of award & approval of contract for Request for Bid: Hidalgo County-"Lease and/or Service of Portable Toilets" project no.:2017-040-03-15-SGS.

BACKGROUND

1. HC distributed six (6) bid packets for this project;
2. HC received on one (1) response for review/consideration and possible award
3. Current contract expires: May 17, 2017 2) New contract to commence: May 18, 2017 3) Contract document was reviewed and approved by Legal, as to form.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1X00-4XX-00-12X-0XX-0-4XX

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

BUDGETARY IMPACT:

Funding available, contract is on as-needed basis.

Attachments

Recommendations
Tabulation
Participation
FORM 1295
Legal Approval
Contract

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/10/2017 03:53 PM
Budget & Management	Veronica Ortiz	04/10/2017 03:56 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Sandy Suarez		Started On: 03/28/2017 10:36 AM
Final Approval Date: 04/13/2017		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 16, 2017

TO: **Hon. David Fuentes, Commissioner**
Hidalgo County Precinct No. 1
Attn: Amy Saenz-Smith / Mari Gutierrez

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Pompa / Yoli Cisneros

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Lulu Lucio/ Roman Rodriguez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2017-040-03-15-SGS- Hidalgo County- "Lease and/or Services of Portable Toilets"

Enclosed you will find the Tabulation sheet and copy of the Sole Bid **(1)** responses received for the above referenced project. Please review and indicate your Recommendation and/or concerns below.

We would like to present your recommendation to Commissioner's Count Meeting. Please indicate your Recommendation/ Vendor Name or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. Please return by Thursday, March 23, 2017 by 11:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please Indicate Awarded Vendor(s) Name Below.

Recommendation(s) / Vendor Name(s):	**Indicate Reason (basis) (i.e. Sole bid, low bidder etc.)**
Anrige Inc. DBA: A Clean Portaco	Sole Bid

Comments/Concerns:
PCT. # 1 ROAD & BRIDGE 7-1200-431-00-121-005-0-421
PCT # 1 PARKS 7-1100-452-00-121-013-0-421
PCT # 1 SANITATION 7-1100-432-00-121-001-0-421

BUDGET ACCOUNT #:

Authorized Signature	Printed Name	Department	Date
Amy Smith	Amy Saenz Smith	PCT 1	3/27/17

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 16, 2017

TO: **Hon. David Fuentes, Commissioner**
Hidalgo County Precinct No. 1
Attn: Amy Saenz-Smith / Mari Gutierrez

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
Hidalgo County Precinct No. 2
Attn: Armando Pompa / Yoli Cisneros

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: .Lulu Lucio/ Roman Rodriguez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2017-040-03-15-SGS- Hidalgo County- "Lease and/or Services of Portable Toilets"

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Recommendation(s) / Vendor Name(s):	**Indicate Reason (basis) (i.e. Sole bid, low bidder etc.)**
A Clean Portoco	Sole bid
Comments/Concerns:	

BUDGET ACCOUNT #: 7-1200-431-00-122-006-0-442

Authorized Signature	Printed Name	Department	Date
A. Pompa	Armando Pompa	Pct. 2 Field Ops	3/16/17

Enclosures

Pct 2

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 16, 2017

TO: **Hon. David Fuentes, Commissioner**
Hidalgo County Precinct No. 1
Attn: Amy Saenz-Smith / Mari Gutierrez

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Bid No. 2017-040-03-15-SGS- Hidalgo County- "Lease and/or Services of Portable Toilets"

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Please Indicate Awarded Vendor(s) Name Below.

Recommendation(s) / Vendor Name(s):	**Indicate Reason (basis) (i.e. Sole bid, low bidder etc.)**
Amigo Inc. PBA - A Clean Portoco	Sole Bidder
Comments/Concerns:	
BUDGET ACCOUNT #: 7-1100-452-00-123-008-0-442	

Authorized Signature	Printed Name	Department	Date
	Joe M. Flores	Pct 3	3/16/17

Enclosures

Pct 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 16, 2017

TO: **Hon. David Fuentes, Commissioner**
Hidalgo County Precinct No. 1
Attn: Amy Saenz-Smith / Mari Gutierrez

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez/ Norma Ceballos

TO: **Hon. Eduardo Cantu, Commissioner**
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From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2017-040-03-15-SGS- Hidalgo County- "Lease and/or Services of Portable Toilets"

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Please Indicate Awarded Vendor(s) Name Below.

Recommendation(s) / Vendor Name(s):	**Indicate Reason (basis) (i.e. Sole bid, low bidder etc.)**
A clean Porta co	Sole Bidder
Comments/Concerns:	

BUDGET ACCOUNT #: 7-1100-432-00-124-001-0-421 / 7-1100-432-00-124-001-0-442

Authorized Signature	Printed Name	Department	Date
	Roman Rodriguez	Road & Bridge	3/17/17

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: ***HIDALGO COUNTY –"Lease and/or Service of Portable Toilets"***

BID OPENING DATE: March 15, 2017	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2017-040-03-15-SGS	**BUYER: Sandy Suarez**

Item Decription	Anrige, Inc. dba A Clean Portoco **SOLE BIDDER**
1. **Regular Unit Daily Rental**	**$75.00**
2. **Regular Unit Weekly Rental - 1 Cleaning Per Week**	**$75.00**
3. **Regular Unit Weekly Rental - 2 Cleanings Per Week**	**$100.00**
4. **Regular Unit Weekly Rental - 1 Cleaning Per Day**	**$75.00**
5. **Regular Unit Weekend Rental - 1 Cleaning Per Day**	**$75.00**
6. **Regular Unit Weekend Rental - 1 Cleaning per Weekend**	**$75.00**
7. **Handicap Accessible Unit Daily Rental**	**$125.00**
8. **Handicap Accessible Unit Weekly Rental - 1 Cleaning per Week**	**$125.00**
9. **Handicap Accessible Unit Weekly Rental - 2 Cleanings per Week**	**$155.00**
10. **Handicap Accessible Unit Weekly Rental - 1 Cleaning per Day**	**$125.00**
11. **Handicap Accessible Unit Weekend Rental - 1 Cleaning per Day**	**$125.00**
12. **Handicap Accessible Unit Weekend Rental - 1 Cleaning per Weekend**	**$125.00**
13. **Trailer Mobile Single Toilet Unit Daily Rental - 1 Cleaning per Day**	**$75.00**
14. **Trailer Mobile Single Toilet Unit Weekly Rental - 1 Cleaning per Week**	**$75.00**
15. **Trailer Mobile Single Toilet Unit Weekly Rental - 2 Cleanings per Weed**	**$100.00**
16. **Trailer Mobile Single Toilet Unit Weekend Rental - 1 Cleaning per Day**	**$75.00**
17. **Trailer mobile single Toilet Unit Weekend Rental - 1 Cleaning per Weekend**	**$75.00**
18. **Toilet Cleaning per Day**	**$25.00**
19. **Hand Washing Station**	**$75.00**
20. **Service/Cleaning County Owned Portable Toilets "As needed basis"**	**$25.00**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: March 15, 2017 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County – Lease and/or Service of Portable Toilets"

BID NO.: 2017-040-03-15-SGS | **Buyer: 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.	Tejas Equipment Rental	TR	Sandy Suarez	2-27-17	Luis@tejasequipment.com
2.	Anrige, Inc. dba A Clean Portoco	TR	Sandy Suarez	2-27-17	acp@potoco.com
3.	Prime Vendor, Inc.	EMR	Sandy Suarez	2-27-17	Work41@prime.vendor.com
4.	Waste Partners Environmental	EMR	Sandy Suarez	2-27-17	rkendrix@wastepartners.com
5.	Oniva Jacquiline Sessa	EMR	Sandy Suarez	02/28/17	509 Olive Way Seattle, WA. 98101 206.373.9150 jsessa@oniva.com
6.	LJH Septic Tank Services Alex Hernandez	TR	Sandy Suarez/HGO	02-28-17	5405 E. Texas Rd. Edinburg, TX 78542 956-381-5223 ljhportabletoilets@yahoo.com
7.					
8.					

IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

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:
2017-184515

Date Filed:
03/29/2017

Date Acknowledged:
03/29/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Anrige Inc Dba A Clean Portoco
Harlingen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-040-03-15-SGS
Lease and/or Service of Portable Toilets

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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Anrige Inc Dba A Clean Portoco
Harlingen, TX United States

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Hidalgo County Purchasing Department

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2017-040-03-15-SGS
Lease and/or Service of Portable Toilets

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.

ANA MELINA PASCUAL
Notary Public, State of Texas
Comm. Expires 07-05-2020
Notary ID 130726419

AFFIX NOTARY STAMP / SEAL ABOVE

Nancy Perez
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Nancy Perez, this the 29 day of March, 20 17, to certify which, witness my hand and seal of office.

Ana M. Pascual — Signature of officer administering oath
Ana M. Pascual — Printed name of officer administering oath
Notary Public — Title of officer administering oath

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us> Mon, Apr 10, 2017 09:20 AM

1 attachment

Subject : <No Subject>

To : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>

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

Good Morning Heidi,
Please find attached the service contract for the Lease/Service of Portable Toilets with a few minor recommended modifications: page 1: modify introductory language, page 3: bold indemnification clause, page 5: added numbers 20 and 21, page 6: add execution date language.

The Service Contract is approved as to form subject to the inclusion of these modifications. Please let me know if you have any questions.
Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@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 robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Fri, Apr 7, 2017 at 4:58 PM, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:

> Good afternoon Robert:
>
> Attached you will find the contract for the above-listed project for review and approval. I was asked at about 3:30 this afternoon for help on the

contract by Darlene and was informed that the item needs to be on the CC meeting on the 18th. I have attached the document in word format for your convenience. Please let me know if I can be of assistance.

Thank you,

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-900-4455 Cell Phone
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

Service Contract-Portable Toilets.docx
26 KB

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-040-04-18

THIS CONTRACT is made and entered into this 18th day of April 2017 by and between the **County of Hidalgo, Texas** ("County"), and Anrige, Inc. DBA: A Clean Portoco ("Company").

WHEREAS, Company responded to a request for bids for the "Lease and/or Service of Portable Toilets", 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 RFB Packet, the Commissioners Court of County awarded the bid to Anrige, Inc. DBA: A Clean Portoco.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its

designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, **(on an as needed basis),** commencing on April 18, 2017 and expiring on April 17, 2018 and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for an unforeseen delay of the award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured

(with the coverage and in the amounts described in Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. This Contract shall not be assignable in whole or in part by either party without the prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Anrige, Inc. DBA: A Clean Portoco**
P O Box 531607
Harlingen, TX 78553

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of 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).

18. **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 an agreement in writing executed by the parties hereto, and not otherwise.

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

20. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

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

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

Company: Anrige, Inc.
DBA: A Clean Portoco
By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the District Attorney

_____
Robert Vina, III
Assistant District Attorney

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

Service Contract: C-17-040-04-018

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

February 27, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: HIDALGO COUNTY (all funding sources, programs & entities)
Request for Bids –**LEASE AND/OR SERVICE OF PORTABLE TOILETS"**
RFB Bid No: 2017-040-03-15-SGS

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 Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
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)
"LEASE AND/OR SERVICE OF PORTABLE TOILETS"
RFB NO: 2017-040-03-15-SGS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	9
3.	Table of Contents	1
4.	Exhibit A, Specifications	6
5.	Exhibit B, Bid Page	1
6.	Exhibit C, Insurance Requirements	4
7.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
8.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
9.	Exhibit F, Certification Regarding Debarment	1
10.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	RFB Submittal Checklist	1
11.	Draft Contract	9

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

02/27/17
Date

Revised 09/13/16

LEGAL NOTICE

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

Bid No:2017-040-03-15-SGS	Buyer : SANDY SUAREZ	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS
LEGAL NOTICE

HIDALGO COUNTY
"LEASE AND/OR SERVICE OF PORTABLE TOILETS"

BID OPENING DATE

MARCH 15, 2017

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-"LEASE AND/OR SERVICE PORTABLE TOILETS"** 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.: 2017-040-03-15-SGS "HIDALGO COUNTY- LEASE AND/OR SERVICE OF PORTABLE TOILETS"** 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 WEDNESDAY, MARCH 15, 2017 by 9:30 A.M. 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 - LEASE AND/OR SERVICE OF PORTABLE TOILETS" -RFB NO.: 2017-040-03-15-SGS"** 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 9);
   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.: 2017-040-03-15-SGS-"LEASE AND/OR SERVICE TOILETS"
    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.	MARCH 15, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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.: 2017-040, 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 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.

Bid
for
HIDALGO COUNTY
"LEASE AND/OR SERVICE TOILETS"
BID NO.: 2017-040-03-15-SGS

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

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Lease and/or Service of Portable Toilets"
RFB No.: 2017-040-03-15-SGS

I. SCOPE OF WORK:

Hidalgo County is seeking bids for **"Lease and/or Service of Portable Toilets".** The County's goal is to provide clean, non-offensive portable toilet units of sufficient strength and design to ensure complete user safety and privacy.

II. SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is requesting clean & durable portable toilet units on an "as needed basis" and in accordance with the specifications/requirements specified herein, but limited to.

Types of Units requesting:

a. Regular Unit – Portable single toilet

b. Handicap Accessible Unit – Portable, single toilet, to be accessible per the Americans with Disabilities Act (ADA) regulations.

c. Trailer Mobile Single Toilet Unit

d. Hand Washing Stations

All Unit Charges are to be Inclusive.(i.e. delivery, set-up, supplies and waste disposal charges. etc.)

Performance-includes, but is not limited to the following:

1. The Contractor shall provide portable toilet rentals to be delivered and set up as requested by County through County purchase order (PO) issued by using department.

2. The Contractor shall designate a single company representative as the contact person for all equipment requests. The designated representative shall advise the County on equipment availability, shall confirm each rental, and shall schedule setup and removal of all equipment ordered under this contract.

3. The Contractor shall identify a contact person with a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify Hidalgo County.

4. Hidalgo County reserves the right to inspect and approve all portable toilet units before installation and requires replacement, or removal, of portable toilet units which for any reason are not considered acceptable. All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.

5. Contractor shall immediately replace any units determined by the County to be of unsafe or unsatisfactory condition.

6. Portable toilets shall be standard, flushable and fully stocked with appropriate supplies.

7. Each portable toilet shall display a record of service clearly identifying personnel performing service and date of service.

8. Contractor shall insure that toilet tissue will be placed in all units at the time of service.

9. All units shall be serviced by pumping, cleaning and adding new chemicals and other supplies.

10. Each unit shall be equipped with original equipment or the manufacturers' replacement parts. Units with altered or rigged equipment will not be accepted.

11. Each unit shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturers' specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.

12. The equipment shall meet or exceed all applicable health and safety standards.

13. The equipment shall be subject to crowd traffic and must withstand heavy use.

14. Contractor shall notify County immediately in the case of vandalized unit(s) and vice versa.

15. Contractor shall be responsible for any repair/replacement of unit(s) in the event of damage or loss due to vandalism.

16. Portable toilet units shall be constructed of modern materials that are extremely tough and resist cracking and breaking in extreme heat. Additionally, they shall be impact resistant and bend without breaking to minimize damage of handling and vandalism.

17. Design of the units shall be of modular design to facilitate on-site replacement of components and minimize maintenance or replacement down time.

18. Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 48 hours.

19. Units which have been overturned shall be righted by the Contractor at no charge to the County.

20. Interior space shall provide maximum user comfort, sufficient to facilitate tall people, older people and parents with children.

21. Odor free design, the receptacle tank shall be designed to control spillage, leakage and entrap odors. The unit's interior shall be vented sufficiently to assure that the unit is non-offensive.

22. Contractor shall accept full responsibility for the installation and efficient operation of all equipment used.

23. Contractor shall provide an adequate number of personnel to properly service all units.

24. Contractor shall not permit disorderly conduct or violation of any ordinances of the County or Cities in the County or of any State or Federal Law, or of a sort likely to bring discredit upon County.

25. Contractor's employees shall at all times be polite and courteous in the dealings with patrons of County.

Minimum Standards For Responsible Prospective Bidders:

A prospective bidder must affirmatively demonstrate their responsibility and must meet the following requirements:

1) Have adequate financial resources, or the ability to obtain such resources as required;
2) Be able to comply with the required or proposed delivery schedule;
3) Have a satisfactory record of performance;
4) Have a satisfactory record of integrity and ethics;
5) Be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

Installation and Removal:

1. Portable toilets will be installed at locations designated by County; however, title ownership of each unit shall be retained by the Contractor, who shall be responsible for the unit(s) at all times and in all respects. Hidalgo County will not own the unit(s) in conjunction with this contract. Contractor shall bear all costs to deliver, install, stock, maintain, repair, service and remove all unit(s) placed under this contract, including replacement unit(s).

Service To County Owned Portable Toilets

Awarded Contractor shall provide service to six (6) County owned portable toilets and to any additionally acquired portables, by pumping, cleaning and adding new chemicals to them, on an "as needed basis".

Bid Award:

Award of contract shall be made to most responsible, responsive bidder, whose offer is

determined to be the best & lowest 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.

III. TERMS & CONDITIONS

1. Term of Contract shall be for one year (1) with the sole discretion of Hidalgo County to extend the contract for one (1) additional year, under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. Hidalgo County reserves the right to reject any or/ all bids submitted, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

5. County will seek purchases/services from State awarded venders whenever it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   1.) The contract expires
   2.) Delivery acceptance of products and/or performance of services ordered, or
   3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

7. Hidalgo County reserves the right to award the bid ONE or to MULITPLE bidders if the County determines it is in its best interest to do so.

8. Bidder(s) agrees that to the extent an items(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County at no additional cost to the County.

9. The awarded vendor will maintain all insurance requirements and its limits throughout the agreement term, as described and listed in Exhibit "C" Insurance requirements.

10. 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.

11. After bid is awarded and low bidder(s) defaults in meeting the general instructions to bidder(s) and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

IV. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

A Vendor must tie any price change clause to an industry-wide or otherwise national recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the

County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **Time Frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

V. ADDITIONAL INFORMATION/QUESTIONS TO TERMS AND CONDITIONS:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) All costs and expenses associated with the preparation and submission of (bids, proposals, statement of qualifications and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL OR VIA FACSIMILE to (956) 292-7612 and e-mail to sandy.suarez@co.hidalgo.tx.us by no later than **Monday, March 06, 2017 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via e-mail by no later than **Wednesday, Month 08, 2017 by 5:00 p.m.**

EXHIBIT "B"

BID PAGE

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

EXHIBIT "B"

HIDALGO COUNTY
"LEASE AND/OR SERVICE OF PORTABLE TOILETS"
BID NO.: 2017-040-03-15-SGS

BID PAGE

No.	Description	Unit Price
1.	Regular Unit Daily Rental	$
2.	Regular Unit Weekly Rental - 1 Cleaning per Week	$
3.	Regular Unit Weekly Rental - 2 Cleanings per Week	$
4.	Regular Unit Weekly Rental - 1 Cleaning per Day	$
5.	Regular Unit Weekend Rental – 1 Cleaning per Day	$
6.	Regular Unit Weekend Rental – 1 Cleaning per Weekend	$
7.	Handicap Accessible Unit Daily Rental	$
8.	Handicap Accessible Unit Weekly Rental – 1 Cleaning per Week	$
9.	Handicap Accessible Unit Weekly Rental – 2 Cleanings per Week	$
10.	Handicap Accessible Unit Weekly Rental – 1 Cleaning per Day	$
11.	Handicap Accessible Unit Weekend Rental – 1 Cleaning per Day	$
12.	Handicap Accessible Unit Weekend Rental – 1 Cleaning per Weekend	$
13.	Trailer Mobile Single Toilet Unit Daily Rental – 1 Cleaning per Day	$
14.	Trailer Mobile Single Toilet Unit Weekly Rental – 1 Cleaning per Week	$
15.	Trailer Mobile Single Toilet Unit Weekly Rental – 2 Cleanings per Week	$
16.	Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Day	$
17.	Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Weekend	$
18.	Toilet Cleaning Per Day	$
19.	Hand Washing Station	$
20.	Service/Cleaning County Owned Portable Toilets - "as needed basis"	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

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 ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY GENERAL AGGREGATE PRODUCTS -- COMP/OP AGG	$ $ $ $ $ $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

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

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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[4]
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.

[4] 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 REGARDING DEBARMENT

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

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)

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

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
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
"LEASE AND/OR SERVICE OF PORTABLE TOILETS"

RFB No.: 2017-040-03-15-SGS

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 9 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement Receipt - www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

DRAFT SERVICE CONTRACT

"LEASE AND/OR SERVICE OF PORTIBLE TOILETS"

RFB No.: 2017-040-03-15-SGS

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-040-00-00

THIS CONTRACT is made and entered into this_____ day of_____, 2017 by and between the **County of Hidalgo, Texas** ("County"), _____("Company").

WHEREAS, Company responded to request for bids for the "Lease and/or Service of Portable Toilets" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to_____.

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 agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional

standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, **(on an as needed basis),** commencing on_____2017 and expiring on_____, 2018 and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserved the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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 coverage and in the amounts described on Exhibit "C" attached hereto and incorporated

herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

18. **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 the parties hereto, and not otherwise.

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

WITNESS our hands in duplicate originals this _____ day of_____, 2017.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company:

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:

_____
Stephen L. Crain

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "C"

CERTIFICATE OF INSURANCE

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

Service Contract: C-17-040-04-018

OPENED
9:59 3-15-17

EXHIBIT "B"

HIDALGO COUNTY

"LEASE AND/OR SERVICE OF PORTABLE TOILETS"

BID NO.: 2017-040-03-15-SGS

Witnessed

BID PAGE

No.	Description	Unit Price
1.	Regular Unit Daily Rental	$ 75.00
2.	Regular Unit Weekly Rental - 1 Cleaning per Week	$ 75.00
3.	Regular Unit Weekly Rental - 2 Cleanings per Week	$ 100.00
4.	Regular Unit Weekly Rental - 1 Cleaning per Day	$ 75.00
5.	Regular Unit Weekend Rental – 1 Cleaning per Day	$ 75.00
6.	Regular Unit Weekend Rental – 1 Cleaning per Weekend	$ 75.00
7.	Handicap Accessible Unit Daily Rental	$ 125.00
8.	Handicap Accessible Unit Weekly Rental – 1 Cleaning per Week	$ 125.00
9.	Handicap Accessible Unit Weekly Rental – 2 Cleanings per Week	$ 155.00
10.	Handicap Accessible Unit Weekly Rental – 1 Cleaning per Day	$ 125.00
11.	Handicap Accessible Unit Weekend Rental – 1 Cleaning per Day	$ 125.00
12.	Handicap Accessible Unit Weekend Rental – 1 Cleaning per Weekend	$ 125.00
13.	Trailer Mobile Single Toilet Unit Daily Rental – 1 Cleaning per Day	$ 75.00
14.	Trailer Mobile Single Toilet Unit Weekly Rental – 1 Cleaning per Week	$ 75.00
15.	Trailer Mobile Single Toilet Unit Weekly Rental – 2 Cleanings per Week	$ 100.00
16.	Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Day	$ 75.00
17.	Trailer Mobile Single Toilet Unit Weekend Rental – 1 Cleaning per Weekend	$ 75.00
18.	Toilet Cleaning Per Day	$ 25.00
19.	Hand Washing Station	$ 75.00
20.	Service/Cleaning County Owned Portable Toilets - "as needed basis"	$ 25.00

BIDDER/COMPANY NAME: Aarige Inc. DBA: A Clean Portoco

ADDRESS: P O Box 531607

CITY/STATE/ZIP CODE: Harlingen TX 78553

PHONE & FAX NO.'S: (956) 230-1370

CELLULAR & BEEPER NO.'S:

AUTHORIZED SIGNATURE:

PRINTED NAME: Michael Perez

TITLE: President

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Service Contract: C-17-040-04-018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IBTX Risk Services SAT 10101 Reunion Place, Suite #100 San Antonio TX 78216	CONTACT NAME: PHONE (A/C, No, Ext): (210) 696-6688 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Anrige, Inc. dba A Clean Portoco PO Box 531607 Harlingen TX 78553	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: American Fire and Casualty Compa INSURER B: Ohio Casualty Insurance Company INSURER C: Ohio Security Insurance Compan — 24082 INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: Cert ID 22464 — 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			BKA55618905	06/24/2016	06/24/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS 55618905	12/15/2016	12/15/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			ESO55618905	06/24/2016	06/24/2017	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability & Auto Liability policies include blanket automatic additional insured endorsement (#CG88100413, #CA88100110) that provide this feature only when there is a written contract between named insured & certificate holder that requires such status. General Liability & Auto Liability policies include blanket automatic waiver of subrogation endorsement (#CG88100413, #CA88100110) that provides this feature only when there is a written contract between named insured & certificate holder that requires such status. Primary Non-Contributory wording per endorsement (#CG88100413)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Attn: Purchasing Dept 2812 S Highway Bus 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2017

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

TEE & GEE UNDERWRITING MANAGERS, LP
8131 LBJ FREEWAY
SUITE 750
DALLAS, TX 75251

CONTACT NAME: BRENDA ORELLANA
PHONE (A/C, No, Ext): 888-785-4018 FAX (A/C, No): 866-737-1265
E-MAIL ADDRESS: BRENDAO@CORPSOLPEO.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SERVICE LLOYDS INSURANCE COMPANY	43389
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

HR RISK OF TEXAS, INC.
4040 BROADWAY, SUITE 103
SAN ANTONIO, TX 78209

COVERAGES CERTIFICATE NUMBER: 35 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC0091213-2016A	8/8/2016	8/8/2017	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) 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)

ALTERNATE EMPLOYER, ANRIGE, INC. DBA A CLEAN PORTOCO, IS PROVIDED WORKERS' COMPENSATION COVERAGE EFFECTIVE 9/1/2016 ONLY FOR EMPLOYEES PROPERLY ENROLLED AND ASSIGNED TO HR RISK OF TEXAS, INC. PURSUANT TO THE CLIENT SERVICES AGREEMENT BETWEEN ANRIGE, INC. DBA A CLEAN PORTOCO AND HR RISK OF TEXAS, INC.

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

Adam Goldberg

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AI-59348 **Purchasing Department** **18. B. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 with an estimated cost of $ 23,805.00 as submitted by project engineer, Halff Associates, Inc. in connection to on call Professional Engineering Services agreement# C-16-188-05-10 for “Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings” for: ["Mechanical & Electrical Engineering and Building Renovation Design for Fire Suppression System at the Hidalgo County Administration Building"] within Hidalgo County Precinct 4.

BACKGROUND

WA2 -C-16-188-05-10- Halff Associates Inc.-Project: (Fire Suppressions System at HC Admin Bldg.)
Request by Executive Office

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-40-220-050-0-334

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

BUDGETARY IMPACT:

Budget funding source: #7-1100-419-40-220-050-0-334

Attachments

WA2-Halff Assoc Inc(Fire Suppression at HC Admin Bldg)-Executive Office
email frm Stan(Executive Off) funding source

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/13/2017 03:02 PM
Budget & Management	Veronica Ortiz	04/13/2017 03:09 PM
Budget & Management	Veronica Ortiz	04/13/2017 03:09 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Letty Saenz		Started On: 04/10/2017 05:21 PM
Final Approval Date: 04/13/2017		

EXHIBIT E
-Work Authorization

HIDALGO COUNTY
Professional Engineering Services Contract # C-16-188-05-10

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, **Halff Associates, Inc.,** professional engineers of **McAllen, Texas**, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide: ***Mechanical & Electrical Engineering and Building Renovation Design for Fire Suppression System at the Hidalgo County Administration Building.***

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 **$ 23,805.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING
This ***Work Authorization No. 2*** shall be funded through funding source:
Account No. **7-1100-419-40-220-050-0-334**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct #4** as to the content and detail of this ***Work Authorization No. 2***.

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**, 2017.**

THE ENGINEER:
HALFF ASSOCIATES, INC.

By: _____
Menton J. Murray, III, P.E., LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: **1)** Surveying, **2)** Civil Engineering, **3)** Mechanical/ Plumbing Engineering, **4)** Electrical Engineering, **5)** Structural Engineering. Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

Halff Associates, Inc. is pleased to submit this Work Authorization No. 02 proposal under our existing Professional Service Agreement (C16-188-05-10) with Hidalgo County to provide:

Design Phase Services

- Review Existing Documents and Conditions (Plans)
- Site Survey for Design
- Creation of plan reflecting current improvements
- Mechanical Demolition Plans
- Electrical Demolition Plans
- Plumbing Demolition Plans
- Building Component Demolition Plans
- Mechanical Plans
- Mechanical Schedules/Details
- Electrical Plans
- Electrical Schedules/Details
- Building Improvement Plans
- Building Improvement Schedules/Details
- Division 1 for bidders
- Electrical Specifications
- Mechanical Specifications
- Design Meetings
- Design Phase Administrative Support
- Issuance of Final Documents

Bid Phase Services

- Pre Bid Conference
- Obtain Bids and Review
- Answer Questions Regarding Bid Document
- Provide Recommendations for Award
- Bid Phase Administrative Support
- Attendance at Commissioners Court Meeting (1)

Construction Phase Services

- Pre-Construction Meeting (1 Visit)
- Response to RFI's
- Review Submittals
- Review Payment Applications

- CA Phase Administrative Support
- Field Observations(4 Field Meetings)
- Punch List and Final Observation
- Project Close-out

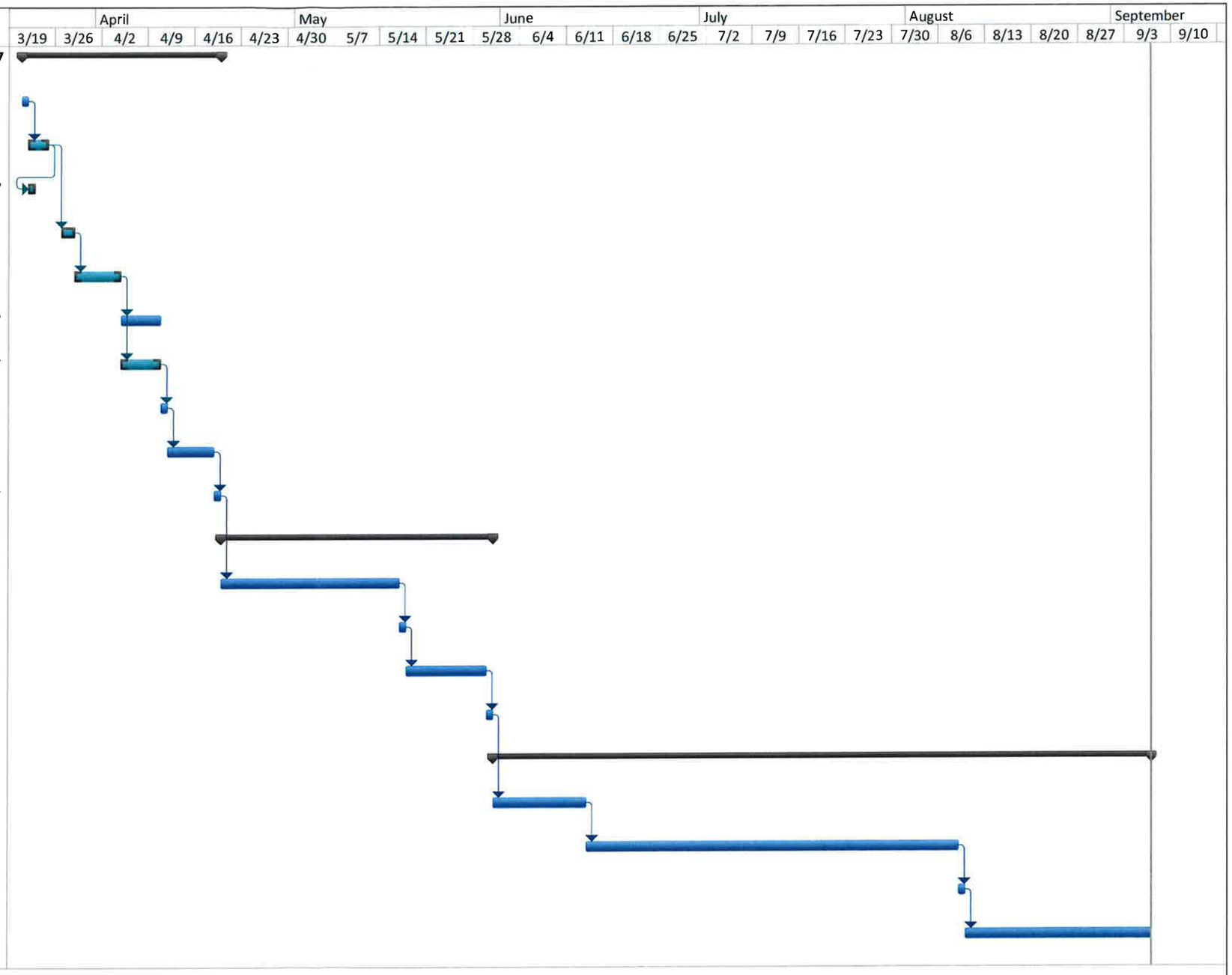
EXHIBIT C
-Work Schedule

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.

ID	Task Name	Duration	Start	Finish
1	**PHASE I**	**22 days**	**Tue 3/21/17**	**Wed 4/19/17**
2	Engineer NTP	1 day	Tue 3/21/17	Tue 3/21/17
3	Mobilization and Plan Review	3 days	Wed 3/22/17	Fri 3/24/17
4	Site Survey	1 day	Wed 3/22/17	Wed 3/22/17
5	Create Backgrounds	2 days	Mon 3/27/17	Tue 3/28/17
6	Building Renovations	5 days	Wed 3/29/17	Tue 4/4/17
7	Electrical Design	4 days	Wed 4/5/17	Mon 4/10/17
8	Mechanical Design	4 days	Wed 4/5/17	Mon 4/10/17
9	Owner Review Meeting	1 day	Tue 4/11/17	Tue 4/11/17
10	Project Specs and Procurement Requirements	5 days	Wed 4/12/17	Tue 4/18/17
11	Project Issuance - Phase I	1 day	Wed 4/19/17	Wed 4/19/17
12	**PHASE II**	**29 days**	**Thu 4/20/17**	**Tue 5/30/17**
13	Bid Phase	19 days	Thu 4/20/17	Tue 5/16/17
14	Receive Bids	1 day	Wed 5/17/17	Wed 5/17/17
15	Negotiation	8 days	Thu 5/18/17	Mon 5/29/17
16	Construction Award - Phase I	1 day	Tue 5/30/17	Tue 5/30/17
17	**PHASE III**	**71 days**	**Wed 5/31/17**	**Wed 9/6/17**
18	Construction NTP	10 days	Wed 5/31/17	Tue 6/13/17
19	Construction Activities	40 days	Wed 6/14/17	Tue 8/8/17
20	Substantial Completion Ph I	1 day	Wed 8/9/17	Wed 8/9/17
21	Final Completion Ph I	20 days	Thu 8/10/17	Wed 9/6/17



Project: SCH170309_HC_Admin Fi
Date: Thu 3/9/17

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

EXHIBIT D
Cost Proposal

Provide Mechanical & Electrical Engineering and Building Renovation Desing for Fire Suppression System for Hidalgo County Administration Building.

Phase 1	
• **Building Renovation Design and Site Improvements**	**$13,110.00**
Phase 2	
• **Bid Phase Services**	**$3,255.00**
Phase 3	
• **Construction Phase Services**	**$7,440.00**
Total:	**$23,805.00**

Halff Associates, Inc.

Fee Schedule-Hidalgo County Administration Building Fire Suppression System

HIDALGO COUNTY 2015 On-Call Contract No: C16-188-05-10 \Work Authorization No. 02

	Project Manager	PE	EIT	Designer	Contract Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
Contracted Rate:	**$215**	**$170**	**$130**	**$85**	**$95**	**$65**	**$60**	**$155**			
Phase 1											
Review Existing Documents and Conditions (Plans)	2	3		3						8	$1,195.00
Site Survey for Design		4								4	$680.00
Creation of plan reflecting current improvements						16				16	$1,040.00
Mechanical Demolition Plans		2		3						5	$595.00
Electrical Demolition Plans		1		2						3	$340.00
Plumbing Demolition Plans		1		1						2	$255.00
Building Component Demolition Plans		2				3				5	$535.00
Mechanical Plans		2		3						5	$595.00
Mechanical Schedules/Details		2		3						5	$595.00
Electrical Plans		2		3						5	$595.00
Electrical Schedules/Details		1		2						3	$340.00
Building Improvement Plans		2		3						5	$595.00
Building Improvement Schedules/Details		2		3						5	$595.00
Division 1 for bidders	4						2			6	$980.00
Electrical Specifications		1					2			3	$290.00
Mechanical Specifications		2					2			4	$460.00
Design Meetings	4	2								6	$1,200.00
Design Phase Administrative Support					6		12			18	$1,290.00
Issuance of Final Documents	2	1		1		2	2			8	$935.00
Sub-Contract											$0.00
Phase I Design Sub-Total (Hours)	**12**	**30**	**0**	**27**	**6**	**21**	**20**	**0**		**108**	**$0.00**
Phase I Design Sub-Total ($)	**$2,580**	**$5,100**	**$0**	**$2,295**	**$570**	**$1,365**	**$1,200**	**$0**	**$0**		**$13,110.00**
Phase 2											
Bid Phase Services											
Pre Bid Conference	3									3	$645.00
Obtain Bids and Review	2									2	$430.00
Answer Questions Regarding Bid Document	1		1	4			2			8	$805.00
Provide Recommendations for Award	1						1			2	$275.00
Bid Phase Administrative Support							8			8	$480.00
Attendance at Commissioners Court Meeting (1)	2				2					4	$620.00
Phase 2 Bid Sub-Total (Hours)	**9**	**0**	**1**	**4**	**2**	**0**	**11**	**0**		**27**	
Phase 2 Bid Sub-Total ($)	**$1,935**	**$0**	**$130**	**$340**	**$190**	**$0**	**$660**	**$0**	**$0**		**$3,255.00**
Phase 3											
Construction Phase Services											
Pre Construction Meeting (1 Visit)	3									3	$645.00
Response to RFI's		2	1	1			2			6	$675.00
Review Submittals		6					1			7	$1,080.00
Review Payment Applications	2						2			4	$550.00
CA Phase Administrative Support					4		8			12	$860.00
Field Observations(4 Field Meetings)		8		4			2			14	$1,820.00
Punch List and Final Observation	2	2					1			5	$830.00
Project Close-out	4						2				$980.00
Phase 3 Construction Admin Sub-Total (Hours)	**11**	**18**	**1**	**5**	**4**	**0**	**18**	**0**		**51**	
Phase 3 Construction Admin Sub-Total ($)	**$2,365**	**$3,060**	**$130**	**$425**	**$380**	**$0**	**$1,080**	**$0**	**$0**		**$7,440.00**
TOTAL HOURS (PRIME CONSULTANT)	**32**	**48**	**2**	**36**	**12**	**21**	**49**	**0**	**0**	**186**	
TOTAL EXPENSES											
TOTAL LABOR PLUS EXPENSES											**$23,805.00**

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Fwd: Status update on Fire Suppression System Request

From : Stan Ramos <stan.ramos@co.hidalgo.tx.us> Tue, Apr 04, 2017 07:22 PM
Subject : Fwd: Status update on Fire Suppression System Request
To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

FYI

Sent from my iPhone

Begin forwarded message:

From: "Abril M. Salinas" <abril.salinas@co.hidalgo.tx.us>
Date: April 4, 2017 at 1:19:28 PM PDT
To: Estanislado Ramos <stan.ramos@co.hidalgo.tx.us>
Cc: Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Damaris SanMiguel <damaris.sanmiguel@co.hidalgo.tx.us>
Subject: RE: Status update on Fire Suppression System Request

Good Afternoon Stan,

I hope your doing well. I just wanted to let you know that funds have been identified for the fire suppression system and they should be available tomorrow under
Account Number: **7-1100-419-40-220-050-0-334**. If you have any questions, please do not hesitate to contact me.

Thank you,

Abril M. Salinas
Budget Analyst I
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, TX 78541
Phone: (956) 292-7025 Ext. 5404
Fax: (956) 292-7035

AI-59244 **Purchasing Department** **18. B. 2.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to process the attached quote [i.e invoice] for payment [to Dell Marketing, LP, C/O Dell USA [awarded vendor under DIR-SDD-1951] in the amount of $14,347.83 (Req. #340496) for Live Streaming Services [commenced in 2015-PO #716266 covering Aug. 2015-July 2016] of 50 Commissioner's Court Meetings and automatically continued from August 2016-July 2017 with authority for County Treasurer to issue payment after review/processing procedures are completed by County Auditor including the processing of Requisition into a Purchase Order as provider does not require agreement and to document the continued services of the second year.

BACKGROUND

Hidalgo County Purchasing is working with Executive Office and Public Affairs to acquire quotes from other Cooperative Purchasing Programs for the Live Streaming Services which may be more advantageous for the continued services for year 3.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-413-30-125-004-0-320

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

BUDGETARY IMPACT:

Funds available under Req#340496

Attachments

DIR-SDD 1951 Swagit
Price verification-Dell
initial PO 716266
Req 340496

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/12/2017 11:22 AM
Budget & Management	Veronica Ortiz	04/12/2017 11:28 AM
Merlen P. Munoz	Merlen P. Munoz	04/12/2017 02:28 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Elena Gomez Started On: 04/03/2017 05:18 PM
Final Approval Date: 04/13/2017

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$14,347.83

Quote number:
1022920782904.1

Quote date:
Apr. 3, 2017

Quote expiration:
May 3, 2017

Company name:
COUNTY OF HIDALGO

Customer number:
6545908

Phone:
(956) 318-2677

Sales rep information:
Billy Burns
Billy_Burns@Dell.com
(800) 456-3355
Ext: 5133864

Bill to:
COUNTY OF HIDALGO
100 E CANO 4TH FL
EDINBURG
TX 78539-4582
US
(956) 318-2677

Pricing Summary

Item	Qty	Unit price	Subtotal
TX HIDALGO SWAGIT EASE MO MNGD 50 IND MEETINGS REM SVCS 12 MO	1	$14,347.83	$14,347.83
August 2016-July 2017	1	$0.00	$0.00

Subtotal:	$14,347.83
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$0.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$14,347.83**

Dear Customer,

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Billy Burns

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
COMPUTER PROFESSIONAL	(956) 318-2677	DELL Standard Delivery	COUNTY OF HIDALGO 100 E CANO EDINBURG TX 78540 US

SKU	Description	Qty	Unit Price	Subtotal
	TX HIDALGO SWAGIT EASE MO MNGD 50 IND MEETINGS REM SVCS 12 MO	**1**	**$14,347.83**	**$14,347.83**
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: 42AFU			
A9551348	TX HIDALGO SWAGIT EASE MO MNGD 50 IND MEETINGS REM SVCS 12 MO	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	August 2016-July 2017	**1**	**$0.00**	**$0.00**
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: 42AFU			
*		1	-	-

Subtotal:	$14,347.83
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$14,347.83**

Important Notes

Dell Marketing LP

Vendor ID
1742616805400
URL
Vendor Website
(http://www.dell.com/learn/us/en/04/slg/texas?c=us&l=en&s=bsd&cs=04)
HUB Type
Non HUB

DIR Contract Number
dir-sdd-1951
Contract Term End Date
7/9/2017
Contract Exp Date
7/9/2017

Contact Dell Marketing LP

Contact
Cyndi Radel
(mailto:cyndi_radel@dell.com)
Phone
(231) 747-9294
Fax
(512) 283-9092

Contact DIR

Contact
Linda Hart
(mailto:linda.hart@dir.texas.gov)
Phone
(512) 936-1775
Fax
(512) 475-4759

Contract Overview

Dell offers computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

Contract Documents

- DIR-SDD-1951 Contract PDF (481.4KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Contract.pdf)
- DIR-SDD-1951 Appendix A Standard Terms and Conditions (per Amendment 7) PDF (430.46KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix A Standard Terms and Conditions (per Amendment 7).pdf)
- DIR-SDD-1951 Appendix B HUB Subcontracting Plan (approved on 08-04-2016) PDF (1.32MB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951

Appendix B HUB Subcontracting Plan (approved on 08-04-2016).pdf)

- DIR-SDD-1951 Appendix C Pricing Index (per Amendment 6) PDF (155.73KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix C Pricing Index (per Amendment 6).pdf)
- DIR-SDD-1951 Appendix D Dell Service Agreement PDF (243.81KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix D Dell Service Agreement.pdf)
- DIR-SDD-1951 Exhibit 1 to Appendix D Service Agreement PDF (178.44KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Exhibit 1 to Appendix D Service Agreement.pdf)
- DIR-SDD-1951 Appendix E Master Operating Lease Agreement PDF (496.48KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix E Master Operating Lease Agreement.pdf)
- DIR-SDD-1951 Appendix F Master Lease Agreement PDF (302.33KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix F Master Lease Agreement.pdf)
- DIR-SDD-1951 Appendix G SecureWorks Schedule PDF (211.75KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Appendix G SecureWorks Schedule.pdf)
- DIR-SDD-1951 Texas Dell Contacts 2014 PDF (326.36KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Texas Dell Contacts 2014.pdf)
- DIR-SDD-1951 RFO DIR-SDD-TMP-190 ZIP ZIP (2.46MB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 RFO DIR-SDD-TMP-190 ZIP.zip)
- DIR-SDD-1951 Amendment 1 PDF (133.3KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 1.pdf)
- DIR-SDD-1951 Amendment 2 PDF (45.24KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 2.pdf)
- DIR-SDD-1951 Amendment 3 PDF (222.67KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 3.pdf)
- DIR-SDD-1951 Amendment 4 PDF (248.92KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 4.pdf)
- DIR-SDD-1951 Amendment 5 PDF (266.84KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 5.pdf)
- DIR-SDD-1951 Amendment 6 PDF (140.05KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 6.pdf)
- DIR-SDD-1951 Amendment 8 PDF (94.9KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 8.pdf)
- DIR-SDD-1951 Amendment 9 PDF (116.16KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-1951 Amendment 9.pdf)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please download the Adobe Reader (http://get.adobe.com/reader/) in order to view these documents.

Reseller Vendor Contacts

Vendor Name	Contact Name	Phone/Fax	
Avalon Technologies	Non HUB	Brian Flynn (mailto:brian_flynn@avalontech.net)	Phone: (248) 835-4242 Fax:
CDW Government, LLC	Non HUB	Pam Janutolo (mailto:pam@cdwg.com)	Phone: (203) 851-7177 Fax: (312) 705-8262
Centre Technologies	Woman Owned	Chris Pace (mailto:cpace@centretechnologies.com)	Phone: (281) 506-2480 Fax: (888) 649-1754
Checkpoint Services, Inc.	Woman Owned	Kristen Cox (mailto:kristen.cox@checkpnt.com)	Phone: (915) 581-1185 Fax: (915) 585-7751
Commonwealth Computer Company	Black/Male	Karla D. Broadus (mailto:kbroadus@commonwealthcomputer.com)	Phone: (210) 698-3825 Fax: (210) 698-3231
Decision Tree, Inc.	Woman Owned	Brent Lawson (mailto:blawson@dtreetech.com)	Phone: (915) 584-3419 Fax: (915) 833-1614
EST Group, L.L.C.	Woman Owned	Tim Spires (mailto:tspires@est-grp.com)	Phone: 817-366-183(Fax: (817) 210-4211
GCS Technologies, Inc.	Non HUB	Marty Satterfield (mailto:marty@gcsaustin.com)	Phone: (512) 681-6489 Fax:

Source Gear
Source Technologies
Sourcefire
Southpeak
SP Controls, Inc.
SpamCube
SPAN Inc.
Specialty Roll Products
Spectra Logic
Spectracom
Sphere3D
Spinoza Technology Inc
Spracht
Square Enix
StackIQ (formerly Clustercorp)
Stamps.com
Staples the Office Superstore, LLC
Star Micronics
Startech.Com
STATPOINT
Statsoft
Stealth Software
STEALTHbits Technologies
STEC, INC
Steelcase Inc. (former Polyvision Corporation)
Steelcloud
Steelseries
Still Secure (Latis Networks)
STM Bags
Stoneware Partners
Stonewood
Storagecraft Technology Corp
STORAGESWITCH
STOREDIQ, INC
Stratacache
Stratus
Stroboframe (Tiffen Acquisition)
Stroma
Stuffbak
Sun Microsystems (Sun Solaris products ONLY)
Sunbelt Software
Supercom
Sure Gro Inc. (Pure Energy)
Surf Control
SurgeX (Electronic Systems Protection)
Surgient
SUSE
Swagit Productions

Dell Price Report

Date Created: 3/30/2017

Service Base	*SKU_NUM*	*SKU_DESC*	*CATEGORY*	*RETAIL*
	A9551319	VLA DREAMWEAVER CC MLP MNA LANG ENT LIC	M	$205.92
	A9551320	VLA DREAMWEAVER CC MLP MNA LANG ENT LIC	M	$234.00
	A9551321	VLA MCAFEE COMP ENDPT THREAT PROT 1YR	M	$26.01
	A9551322	VLA VMWARE UPGD VREALIZE SUITE 7 STD TO	M	$1,650.00
	A9551323	VLA VMWARE BASIC SUPPORT/SUBSCRIPTION V	X	$787.00
	A9551324	VLA VMWARE PRODUCTION SUPPORT/SUBSCRIPT	X	$1,561.00
	A9551326	VLA VMWARE VIRTUAL SAN 6 ADVANCED FOR 1	M	$2,397.00
	A9551327	VLA VMWARE PROD SUP/SUB VIRTUAL SAN 6 A	X	$999.00
	A9551331	VLA VMWARE SUBSCRIPTION VSPHERE 5 ESSEN	X	$171.60
	A9551334	VLA ILLUSTRATOR CC MLP MNA LANG ENT LIC	X	$140.40
	A9551335	VLA ILLUSTRATOR CC MLP MNA LANG ENT LIC	M	$177.84
	A9551336	VLA ILLUSTRATOR CC MLP MNA LANG ENT LIC	M	$205.92
	A9551337	VLA ILLUSTRATOR CC MLP MNA LANG ENT LIC	M	$234.00
	A9551339	VLA VCLOUD AIR DEDICATED CLOUD A2A COMP	M	$54,440.00
	A9551340	VLA VCLOUD AIR DEDICATED CLOUD A2A CORE	M	$96,972.00
	A9551348	TX HIDALGO SWAGIT EASE MO MNGD 50 IND M	M	$18,858.00
	A9551365	VLA VCLOUD AIR DEDICATED CLOUD A2A SSD-	M	$7,017.00
	A9551395	CS-INDEED-VDX 6740,48P SFP+ PORTS AND 4P	X	$9,238.68
	A9551396	CS-INDEED-FRU,SFP,1GE COPPER,1-PK, ROHS	X	$98.74
	A9551421	VLA VCLD AIR DEDIC CLOUD A2A HYB CLOUD	M	$64,973.00
	A9551422	VLA VCLD AIR DEDIC CLOUD A2A ADV NETWK	M	$21,658.00
	A9551423	VLA VCLOUD AIR DEDIC CLOUD A2A PUBLIC I	M	$282.00
	A9551424	VLA VCLD AIR DEDIC A2A 1 GBPS DIRECT CO	M	$12,995.00
	A9551425	VLA VCLOUD AIR DEDICATED CLOUD A2A PROD	M	$5,687.00
	A9551426	VLA BASIC SNS VSPHERE 6 ENTERPRISE PLUS	X	$1,161.60
	A9551427	VLA VMWARE BASIC SUPPORT/SUBSCRIPTION V	X	$440.00
	A9551431	VLA VCLOUD AIR DEDICATED CLOUD A2A BASI	M	$3,509.00
	A9551444	VLA VMWARE PROD SUP HORIZ VIEW STD 10PK	X	$625.00
	A9551445	VLA WINDOWS ENT FORSA PLATFORM UPGRADE/	M	$90.00
	A9551446	VLA WINDOWS ENT FORSA PLATFORM UPGRADE/	M	$113.00
	A9551447	VLA RHEL SRVR WITH SMART MGMT STD PHYSI	M	$991.00
	A9551448	VLA WINDOWS REMOTE DESKTOP SERVICES DEV	M	$111.00
	A9551449	VLA WINDOWS REMOTE DESKTOP SERVICES DEV	M	$55.50
	A9551450	VLA RED HAT SATELLITE STARTER PACK MANA	M	$4,999.00
	A9551451	VLA VMWARE VREALIZE SUITE 7 ADVANCED PE	M	$3,747.00
	A9551452	VLA VMWARE PROD SUP HORIZ VIEW STD 10PK	X	$1,650.00
	A9551495	VLA SYMANTEC 12MO RNWL GHOST SRV 3.1 PE	M	$34.39
	A9551496	VLA 12MO SUP SUB ENDPOINT PROT SBE 2013	M	$28.00
	A9551523	VLA ADOBE STOCK LARGE MLP MULTI NORTH AM	X	$890.47
	A9551524	VLA ADOBE STOCK OTHER MLP TEAM 40 IMAGE	X	$356.16
	A9551525	VLA ADOBE STOCK SMALL MLP MULTI NORTH AM	X	$133.53
	A9551683	VLA SHAREPOINT SERVER PER SERVER SOFTWAR	X	$8,384.19
	A9551701	VLA SKYPE FOR BUSINESS SERVER PER USER C	X	$23.16
	A9551702	VLA SKYPE FOR BUSINESS SERVER ENT PER US	X	$79.90
	A9551703	VLA EXCHANGE SERVER PER USER CLIENT ACCE	X	$50.13
	A9551704	VLA DYNAMICS CRM SERVER BASIC PER USER	M	$664.00
	A9551705	VLA WINDOWS SERVER PER USER CLIENT ACCES	X	$21.77
	A9551706	VLA WINDOWS REMOTE DESKTOP SERVER PER US	X	$75.31
	A9551708	VLA WINDOWS ENT PER DEVICE DESKTOP OPERA	X	$122.67
	A9551709	VLA OFFICE PROFESSIONAL PLUS PER DEVICE	X	$308.10
	A9551710	VLA WINDOWS SERVER PER 2 PROCESSORS SOF	M	$1,212.00
	A9551711	VLA WINDOWS SERVER DATACENTER PER 2 PRO	M	$10,706.00
	A9551716	VLA OFFICE SHAREPOINT SERVER SOFTWARE AS	M	$4,002.00
	A9552059	SAMSUNG 43 INCH LED TV HG43NE478SF HDTV	M	$506.99
	A9552064	32IN LCD LED PUBLIC DISP MON 19X10 ATSC	M	$402.99
	A9552087	VLA VMWARE PROD SUPPORT/SUBSCRIPTION VS	X	$2,226.90
	A9552088	VLA VMWARE PROD SUPPORT/SUBSCRIPTION VS	X	$1,965.90
	A9552089	VLA VMWARE PRODUCTION SUPPORT 1YR FOR V	X	$719.00
	A9552090	VLA VMWARE PROD SUP/SUB VSPHERE 6 STAND	X	$323.00
	A9552091	VLA VMWARE PROD SUP/SUB VMWARE VCENTER	X	$1,499.00
	A9552092	VLA VMWARE CREDITS PREPD SVCS PSO 151-6	X	$1,486.81
	A9552093	VLA VMWARE 1YR PROD SNS INFRASTRUCTURE	X	$6,299.00
	A9552094	VLA VMWARE PROD SUP/SUB VREALIZE OPERAT	X	$188.00
	A9552095	VLA VMWARE UPG VSPH 6 ENT TO ENT+ 1 PRO	M	$340.00
	A9552096	VLA VMWARE PROD SUPPORT/SUBS FOR VCENTE	X	$124.00
	A9552097	VLA UPGRADE VSPHERE 6 STANDARD TO VSPHE	M	$2,750.00
	A9552098	VLA VMWARE PROD SUPPORT/SUBSCRIPTION VS	X	$874.00
	A9552099	VLA VMWARE PROD SUPPORT/SUBSCRIPTION VS	X	$874.00
	A9552100	AP122-2R 2X2:2 802.11ABGNAC 1-10/100/100	M	$229.00
	A9552106	MDCG-5221 5MP 2H MXRT-5600	M	$20,505.99
	A9552108	MDNC-3421 3MP HB 1H NO GC	M	$6,384.99
	A9552110	MDNC-3421 3MP HB 2H NO GC	M	$11,025.99

Purchase Order
COUNTY OF HIDALGO

PO# 716266

DATE: 10/17/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 178136 REQ: 00263885

PHONE: (800)981-3355

Fax: (800)433-9527 EMAIL:

DELL MARKETING L.P.
C/O DELL USA LP
P.O. BOX 676044
DALLAS TX 75267-6044

SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Valde Guerra (956)292-7025

SITE: EXECUTIVE OFFICE

CONTRACT NO:

SPECIAL INSTRUCTIONS: EX- 026

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		
		DIR SDD 1951		
1.00	EACH	CO ASSET # 62724 Swagit Ease Cloud Services License	9,691.58	9,691.58
1.00	EACH	CO ASSET # 62725 TX Hidalgo Swagit Ease Managed Services 50 Meetings Lic/Maint 1 MO (A7938896)	13,894.80	13,894.80
1.00	EACH	CO ASSET # 62726 TX Hidalgo Swagit Cosmos- HD_SDI Software Plus Bundle License (A7938895)	49,152.63	49,152.63
		TOTAL:		72,739.01
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-413-00-125-001-0-747 72,739.01		

Authorized by: Martha L Salazar

Requisition
EXECUTIVE OFFICE

Req # 00340496
PO #
Date: 04/11/17

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
C/O DELL USA LP
P.O. BOX 676044
DALLAS TX 75267-6044
FAX (800)433-9527

Ship To: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: **Becky Gomez**
956-292-7655

Contract No:

Special Instructions:
EX-68

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Reference PO #716266 from 2015; covering period of August 2015- July 2016. Now new PO needs to cover period of August 2016- July 2017. DO NOT DUPLICATE ORDER		
1.00	EACH	Live Streaming Services of 50 Commissioners' Court Meetings and automatically continued from August 2016 - July 2017.	14,347.83	14,347.83
		Account No	Encumbrance	
		7-1100-413-30-125-004-0-320	14,347.83	
			Freight	.00
			Total	14,347.83
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-59435 **Purchasing Department** **18. C. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

a. Ratification of fully executed Change Order No. 2 in connection with contract C-16-260-07-19 with Contractor 2GS,LLC for the Colonia Noreste Paving and Drainage Improvement Project as recommended by engineer TEDSI Infrastructure Group, Inc, with a cost decrease in the amount of ($8,400.00) subject to compliance with HB 1295 when and if applicable.
b. Approval of Application for Payment No. 4 in the amount of $7,096.51 as submitted by 2GS,LLC. Contract #C-16-260-07-19 for the provision of Paving and Drainage Improvements Project titled Colonia Noreste.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1350-431-00-121-211-0-721

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

BUDGETARY IMPACT:

PO# 749711

Attachments

Appl. for Pmt #4 - 2GS,LLC
Change Order #2
backup

Form Review

Inbox	Reviewed By	Date
Yvette Salinas	Ariana Maldonado	04/13/2017 04:07 PM
Yvette Salinas	Yvette Salinas	04/13/2017 04:10 PM
Purchasing - Internal	Marty Salazar	04/13/2017 04:11 PM
Budget & Management	Veronica Ortiz	04/13/2017 04:13 PM
Merlen P. Munoz	Merlen P. Munoz	04/13/2017 04:53 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Noemi De Los Rios		Started On: 04/13/2017 02:22 PM

Final Approval Date: 04/13/2017

APPLICATION FOR PAYMENT NO. FOUR (4)

To: HIDALGO COUNTY (OWNER)
From: 2GS, LLC, Dba Earthworks Enterprise (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 1

Project: COLONIA NORESTE SUBDIVISION

Owner's Contract No. C-16-260-07-19 | Engineer's Project No. | PURCHASE ORDER # 749711
For Work accomplished through the date of: January 8, 2017

1. Original Contract Price:		$544,727.65
2. Net change by Change Order and Written Agreements(+):		$15,460.00
3. Current Contract Price (1 plus 2):		$560,187.65
4. Total completed and stored to date:		$560,187.65
5. Retainage (per Agreement):		
5% of completed Work:	$28,009.38	
of stored material		
Total Retainage:		$28,009.38
6. Total completed and stored to date less retainage (4 minus 5)		$532,178.27
7. Less previous Application for Payments:		$525,081.76
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$7,096.51

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 4 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 March 10, 2017

2GS, LLC, Dba Earthworks Enterprise
(CONTRACTOR)

By: _____
Humberto Garcia, Jr.
Member
P.O. Box 595
Peñitas, Texas 78576

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 10th day of March, 2017

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

Notary Public: Armando Omar Flores, Jr.
My Commission expires: March 23, 2020.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

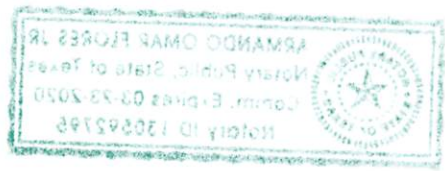
Date 3-10-17

TEDSI INFRASTUCTURE GROUP, INC.
(ENGINEER)

By: _____
Mark D. Corbitt, P. E.

Exhibit E-C

INVOICE RECEIVED BY
Mimi dlw on 4/12/17
GOODS/SERVICES RECEIVED BY:
Mimi dlw on 4/12/17


RAMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

Estimate Quantity Update Worksheet

Colonia: **COLONIA NORESTE SUBDIVISION**
Roadway: **lorth Road and Mile 6 1/2 West Road, Weslaco, TX**
Control:
Project No: **C-16-260-07-19**
County: **Hidalgo**
Est. No: **4**

Contractor: **2GS, LLC, Dba Earthworks Enterprise**
Contract Price: $560,187.65
Work Done this Mo.: $560,187.65
% Complete: 100.00%

Date Contract Began: 9/19/16
Contract Time: 110
Time Charged: 115
% Time Used: 104.55%

Work Type: **Drainage and Paving Improvements**
Limits:
From: **Alamo Street**
To: **Pena Street**

						FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH		
Item No.	DESCRIPTION	Unit	Project Quantity	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)	Monthly Quantity	QTY to Date	Item Cost (Monthly)
	BASE BID																
1	Preparing ROW	STA	48.00	$ 800.00	$ 38,400.00	48.00	48.00	$ 38,400.00	-	48.00	$ -	-	48.00	$ -	-	48.00	$ -
2	Excavation (Roadway)	CY	6,327.00	6.70	42,390.90	3,200.00	3,200.00	21,440.00	3,127.00	6,327.00	20,950.90	-	6,327.00	-	-	6,327.00	-
3	Embankment (Final)(Dens Cont)(Ty C)	CY	107.00	10.00	1,070.00	107.00	107.00	1,070.00	-	107.00	-	-	107.00	-	-	107.00	-
4	Cell Fbr Mlch Seed (Perm)(Urban)(Sandy)	SY	16,101.00	0.75	12,075.75	-	-	-	-	-	-	16,101.00	16,101.00	12,075.75	-	16,101.00	-
5	Vegetative Watering	MG	747.00	10.00	7,470.00	-	-	-	-	-	-	-	-	-	747.00	747.00	7,470.00
6	Fl Bs (Rdwy Del)(Ty E Gr 4)(Fnal Pos)	CY	2,338.00	20.00	46,760.00	1,011.00	1,011.00	20,220.00	1,327.00	2,338.00	26,540.00	-	2,338.00	-	-	2,338.00	-
7	Lime Trt (New Base)(8")	SY	10,520.00	3.00	31,560.00	4,596.64	4,596.64	13,789.92	5,923.36	10,520.00	17,770.08	-	10,520.00	-	-	10,520.00	-
8	Lime (Hyd, Com, or Qk (Slurry))	Ton	79.00	200.00	15,800.00	29.00	29.00	5,800.00	50.00	79.00	10,000.00	-	79.00	-	-	79.00	-
9	Prime Coat (MC-30)	Gal	2,104.00	4.00	8,416.00	-	-	-	-	-	-	2,104.00	2,104.00	8,416.00	-	2,104.00	-
10	D-Gr Hma Ty-D Sac-B PG76-22	Ton	1,200.00	115.00	138,000.00	-	-	-	-	-	-	1,200.00	1,200.00	138,000.00	-	1,200.00	-
11	15" RCP	LF	3,703.00	20.00	74,060.00	3,703.00	3,703.00	74,060.00	-	3,703.00	-	-	3,703.00	-	-	3,703.00	-
12	18" RCP	LF	252.00	28.00	7,056.00	-	-	-	252.00	252.00	7,056.00	-	252.00	-	-	252.00	-
13	24" RCP	LF	89.00	33.00	2,937.00	-	-	-	89.00	89.00	2,937.00	-	89.00	-	-	89.00	-
14	Ty C Inlet	EA	1.00	3,500.00	3,500.00	-	-	-	1.00	1.00	3,500.00	-	1.00	-	-	1.00	-
15	Barricades, Signs, and Traffic Handling	MO	3.00	2,500.00	7,500.00	1.00	1.00	2,500.00	1.00	2.00	2,500.00	1.00	3.00	2,500.00	-	3.00	-
16	Driveways (Conc)	SY	2,364.00	33.00	78,012.00	-	-	-	1,873.00	1,873.00	61,809.00	491.00	2,364.00	16,203.00	-	2,364.00	-
17	Driveways (Acp)	SY	1,777.00	10.00	17,770.00	-	-	-	-	-	-	1,777.00	1,777.00	17,770.00	-	1,777.00	-
18	Sidewalk (Conc)	SY	30.00	35.00	1,050.00	-	-	-	30.00	30.00	1,050.00		30.00	-	-	30.00	-
19	Mailbox Install-S (Twg-Post) Ty 2	EA	112.00	75.00	8,400.00	-	-	-	-	-	-	-	-	-	112.00	112.00	8,400.00
20	Storm Water Pollution Prevention Plan	LS	1.00	2,500.00	2,500.00	1.00	1.00	2,500.00	-	1.00	-	-	1.00	-	-	1.00	-
	TOTAL BASE BID				**544,727.65**			**179,779.92**			**154,112.98**			**194,964.75**			**15,870.00**
	CHANGE ORDER																
1	15" RCP	LF	1,193.00	20.00	23,860.00		-	-		-	-	1,193.00	1,193.00	23,860.00	-	1,193.00	-
	CHANGE ORDER																
1	Mailbox Install-S (Twg-Post) Ty 2	EA	(112.00)	75.00	(8,400.00)										(112.00)	(112.00)	(8,400.00)
	GRAND TOTAL				**$ 560,187.65**			**$ 179,779.92**			**$ 154,112.98**			**$ 218,824.75**			**$ 7,470.00**

Monthly Totals:	$ 179,779.92			$ 154,112.98			$ 218,824.75			$ 7,470.00	
ADMINISTRATIVE (901)											
PRELIMINARY ENGINEERING (902)											
CONSTRUCTION ENGINEERING (903)											
RIGHT-OF-WAY (904)											
BASE BID	$ 179,779.92			$ 154,112.98			$ 194,964.75			$ 15,870.00	
CHANGE ORDER #1	$0.00			$0.00			$ 23,860.00			$ -	
CHANGE ORDER #2										$ (8,400.00)	

Total to Date:

BASE BID	$544,727.65
CHANGE ORDER #1	$ 23,860.00
CHANGE ORDER #2	$ (8,400.00)
Total	$560,187.65

Prepared and Checked By:

Signature: _____

Printed Name: Humberto Garcia Jr.

Date: March 10, 2017

2GS, LLC	Contractor Name	Application No.:	4
9/19/2016	Starting Date	Application Date:	3/10/17
12/18/2016	Project Ending Date	Period To:	1/8/17
5%	Retainage Percent	Engineer Firm:	TEDSI INFRASTUCTURE GROUP, INC.

Summary

CSJ #	Project Name	Original Schedule	Revised Schedule Value	Payment Application #1	Payment Application #2	Payment Application #3	Payment Application #4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
C-16-260-07-19	COLONIA NORESTE SUBDIVISION	$544,727.65	$ 23,860.00	$ 179,779.92	$ 154,112.98	$ 218,824.75	$ 7,470.00	$560,187.65	$ 0.00	$28,009.38	$532,178.27	$525,081.76	$ 7,096.51
	Change Order #2		$ (8,400.00)	-					-	-	-	-	-
				-				-	-	-	-	-	-
				-				-	-	-	-	-	-
				-				-	-	-	-	-	-
				-				-	-	-	-	-	-
				-				-	-	-	-	-	-
Totals			$560,187.65	$ 179,779.92	$ 154,112.98	$ 218,824.75	$ 7,470.00	$560,187.65	$ 0.00	$28,009.38	$532,178.27	$525,081.76	$ 7,096.51

Exhibit E-D

2GS, LLC, Dba Earthworks Enterprise — Contractor Name

9/19/16 — Starting Date

12/18/16 — Project Ending Date

COLONIA NORESTE SUBDIVISION — Engineer's/County Project Description

Application No.: 4

Application Date: 3/10/17

Period To: 1/8/17

Engineer's/County Project No.: C-16-260-07-19

					Original Schedule Value			Value		First Month			Second Month			Third Month			Fourth Month				Balance to Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																						
		BASE BID																						
1		Preparing ROW	STA	$ 800.00	48.00	$ 38,400.00				48.00	48.00	$ 38,400.00	-	48.00	$ -	-	48.00	$ -	-	$ 48.00	$ -	$ 38,400.00	-	$ -
2		Excavation (Roadway)	CY	6.70	6,327.00	42,390.90				3,200.00	3,200.00	21,440.00	3,127.00	6,327.00	20,950.90	-	6,327.00	-	-	6,327.00	-	42,390.90	-	-
3		Embankment (Final)(Dens Cont)(Ty C)	CY	10.00	107.00	1,070.00				107.00	107.00	1,070.00	-	107.00	-	-	107.00	-	-	107.00	-	1,070.00	-	-
4		Cell Fbr Mlch Seed (Perm)(Urban)(Sandy)	SY	0.75	16,101.00	12,075.75				-	-	-	-	-	-	16,101.00	16,101.00	12,075.75	-	16,101.00	-	12,075.75	-	-
5		Vegetative Watering	MG	10.00	747.00	7,470.00				-	-	-	-	-	-	-	-	-	747.00	747.00	7,470.00	7,470.00	-	-
6		Fl Bs (Rdwy Del)(Ty E Gr 4)(Fnal Pos)	SY	20.00	2,338.00	46,760.00				1,011.00	1,011.00	20,220.00	1,327.00	2,338.00	26,540.00	-	2,338.00	-	-	2,338.00	-	46,760.00	-	-
7		Lime Trt (New Base)(8")	SY	3.00	10,520.00	31,560.00				4,596.64	4,596.64	13,789.92	5,923.36	10,520.00	17,770.08	-	10,520.00	-	-	10,520.00	-	31,560.00	-	-
8		Lime (Hyd, Com, or Qk (Slurry))	Ton	200.00	79.00	15,800.00				29.00	29.00	5,800.00	50.00	79.00	10,000.00	-	79.00	-	-	79.00	-	15,800.00	-	-
9		Prime Coat (MC-30)	Gal	4.00	2,104.00	8,416.00				-	-	-	-	-	-	2,104.00	2,104.00	8,416.00	-	2,104.00	-	8,416.00	-	-
10		D-Gr Hma Ty-D Sac-B PG76-22	Ton	115.00	1,200.00	138,000.00				-	-	-	-	-	-	1,200.00	1,200.00	138,000.00	-	1,200.00	-	138,000.00	-	-
11		15" RCP	LF	20.00	3,703.00	74,060.00				3,703.00	3,703.00	74,060.00	-	3,703.00	-	-	3,703.00	-	-	3,703.00	-	74,060.00	-	-
12		18" RCP	LF	28.00	252.00	7,056.00				-	-	-	252.00	252.00	7,056.00	-	252.00	-	-	252.00	-	7,056.00	-	-
13		24" RCP	LF	33.00	89.00	2,937.00				-	-	-	89.00	89.00	2,937.00	-	89.00	-	-	89.00	-	2,937.00	-	-
14		Ty C Inlet	EA	3,500.00	1.00	3,500.00				-	-	-	1.00	1.00	3,500.00	-	1.00	-	-	1.00	-	3,500.00	-	-
15		Barricades, Signs, and Traffic Handling	MO	2,500.00	3.00	7,500.00				1.00	1.00	2,500.00	1.00	2.00	2,500.00	1.00	3.00	2,500.00	-	3.00	-	7,500.00	-	-
16		Driveways (Conc)	SY	33.00	2,364.00	78,012.00				-	-	-	1,873.00	1,873.00	61,809.00	491.00	2,364.00	16,203.00	-	2,364.00	-	78,012.00	-	-
17		Driveways (Acp)	SY	10.00	1,777.00	17,770.00				-	-	-	-	-	-	1,777.00	1,777.00	17,770.00	-	1,777.00	-	17,770.00	-	-
18		Sidewalk (Conc)	SY	35.00	30.00	1,050.00				-	-	-	30.00	30.00	1,050.00	-	30.00	-	-	30.00	-	1,050.00	-	-
19		Mailbox Install-S (Twg-Post) Ty 2	EA	75.00	112.00	8,400.00				-	-	-	-	-	-	-	-	-	112.00	112.00	8,400.00	8,400.00	-	-
20		Storm Water Pollution Prevention Plan	LS	2,500.00	1.00	2,500.00				1.00	1.00	2,500.00	-	1.00	-	-	1.00	-	-	1.00	-	2,500.00	-	-
		TOTAL BASE BID				**544,727.65**						**179,779.92**			**154,112.98**			**194,964.75**			**15,870.00**	**544,727.65**		-
		CHANGE ORDER #1																						
1		15" RCP	LF	20.00	1,193.00	23,860.00										1,193.00	1,193.00	23,860.00	-	1,193.00	-	23,860.00	-	-
		CHANGE ORDER #2																						
1		Mailbox Install-S (Twg-Post) Ty 2	EA	75.00	(112.00)	(8,400.00)													(112.00)	(112.00)	(8,400.00)	(8,400.00)	-	-
		GRAND TOTAL				**$ 560,187.65**						**$ 179,779.92**			**$154,112.98**			**$218,824.75**			**$ 7,470.00**	**$ 560,187.65**		**$ -**

CHANGE ORDER NUMBER TWO (2)

Project: Colonia Noreste Subdivisiion Drainage and Paving Improvements

DATE OF ISSUANCE: January 8, 2017 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-16-260-07-19

CONTRACTOR: 2GS, LLC, Dba Earthworks Enterprise
P. O. Box 595
Peñitas, TX 78576-0595

ENGINEER: TEDSI Infrastructure Group, Inc.
1201 East Expressway 83
Mission, TX 78572

You ar directed to make the following changes in the Contract Documents.

Description:
1. Item #19 Mailbox Install-S (Twg-Post) Ty 2
2.
3.
4.
5.
6.

Reason for Change Order:
1. Item #19 was not installed as per recommendation by Precinct #1 Administration.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 544,727.65		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 23,860.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 568,587.65		Contract Time prior to this Change Order Substantial Completion: 90 calendar days or dates
Net Increase(decrease) of this Change Order $ (8,400.00)		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 560,187.65	Net % increase(decrease)from original contract price. -1.48%	Contract Time with all approved Change Orders Substantial Completion: 110 calendar days or dates

RECOMMENDED:
By: _____
Enigineer (Authorized Signature)
Date: 01-08-17

APPROVED:
By: _____
Owner (Authorized Signature)
Date: 4-13-17

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: January 8, 2017

Exhibit E-B

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:
2017-193791

Date Filed:
04/17/2017

Date Acknowledged:
04/18/2017

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.

C-16-260-07-19
Colonia Noreste Subdivision Change Order #2 Paving and Drainage Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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Penitas, TX United States

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Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-260-07-19
Colonia Noreste Subdivision Change Order #2 Paving and Drainage Improvements

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 Garcia, Jr., this the 17th day of April, 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
	Armando Omar Flores, Jr.	Notary Public

AI-58883 **Purchasing Department** **18. C. 2.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of contract (bid awarded by CC on 03-07-17) to 2GS, LLC d/b/a Earthworks Enterprise in the amount of $350,867.20 for FEMA Road Improvements for ONLY Site 1: Mile 1-1/2 West (between Mile 11 North & Mile 12 North) located in Edcouch, Texas.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1280-431-00-121-800-5-721

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

BUDGETARY IMPACT:

Attachments

Memo of Recommendation
Engineer Recommendation
SAM.gov
HB1295
Contract

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/10/2017 03:24 PM
Budget & Management	Veronica Ortiz	04/10/2017 03:56 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Heidi Ortiz		Started On: 03/08/2017 01:44 PM
Final Approval Date: 04/13/2017		

Hidalgo County Purchasing Office

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Commissioner David L. Fuentes
Hidalgo County Precinct No. 1

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: February 22, 2017

RE: **Request for Recommendations: Bid No. -2016-400-01-04-HGO**
Hidalgo County Precinct No. 1 - "Fema Road Improvements"

We have received the recommendation from the engineer for the above-mentioned project (attached). Please advise if you wish to proceed with this bid to award or if you wish to reject and re-advertise.

I would like to present your recommendation on the Commissioners' Court Meeting of March 7, 2017; therefore, I need your response on or before **February 24, 2017, @ 10:00 a.m.** Please indicate your recommendation or any concerns in the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to **heidi.ortiz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 7-1280-431-00-121-800-S-721

Recommendations/Concerns: _____

Should you have any questions or require further information please do not hesitate to call me at 956-900-4455. Thank you in advance for your prompt attention to this matter.

David Suarez Pct 1 2/27/17

AUTHORIZED SIGNATURE **PRINTED NAME** **DEPARTMENT** **DATE**

Enclosures

			Mile 1.5 West	OG Construction		Jimmy Closner		RDH Site & Concrete		Texas Cordia Const.		Earthworks Enterprise	
				4021 N Closner Blvd Edinburg, Tx		2171 N FM 491 Mercesdes, Tx		3809 Clavel St Suite D Palmview, Tx		3149-A Center Point Dr Edinburg, Tx		PO Box 595 Peñitas, Tx	
1	52	Sta.	Preparing ROW	$200.00	$10,400.00	$500.00	$26,000.00	$100.00	$5,200.00	$200.00	$10,400.00	$500.00	$26,000.00
2	1	LS	Traffic Control	$7,000.00	$7,000.00	$10,500.00	$10,500.00	$3,000.00	$3,000.00	$5,400.00	$5,400.00	$1,800.00	$1,800.00
3	3,952	CY	Street Excavation (9-1/2" Pavement and Caliche)	$15.85	$62,639.20	$8.00	$31,616.00	$13.00	$51,376.00	$9.00	$35,568.00	$8.60	$33,987.20
4	379	TNS	Lime Type A Slurry	$200.00	$75,800.00	$200.00	$75,800.00	$200.00	$75,800.00	$200.00	$75,800.00	$180.00	$68,220.00
5	14,820	SY	8" Subbase with 6% Lime (Compacted in Place)	$2.35	$34,827.00	$4.70	$69,654.00	$4.50	$66,690.00	$1.00	$14,820.00	$1.25	$18,525.00
6	14,820	SY	6" New Caliche Flexible Base with 1.5% Lime (Compacted in Place)	$6.15	$91,143.00	$7.15	$105,963.00	$9.90	$146,718.00	$6.00	$88,920.00	$5.25	$77,805.00
7	2964	Gal.	Prime Coat (MC-30)	$6.00	$17,784.00	$4.50	$13,338.00	$8.00	$23,712.00	$5.00	$14,820.00	$5.00	$14,820.00
8	1,170	TNS	1-1/2" Asphalt Ty "D"	$87.50	$102,375.00	$115.00	$134,550.00	$85.50	$100,035.00	$95.00	$111,150.00	$85.00	$99,450.00
9	10,260	LF	Regrade Roadside Ditch	$1.90	$19,494.00	$1.50	$15,390.00	$1.50	$15,390.00	$3.00	$30,780.00	$1.00	$10,260.00
					$421,462.20		**$482,811.00**		**$487,921.00**		**$387,658.00**		**$350,867.20**

February 22, 2017

Comm. David L. Fuentes
Hidalgo County Commissioner Precinct No.1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78599

Re: **FEMA Mile 1.5 West Road Reconstruction Project at Precinct No.1**

Dear Comm. Fuentes:

Enclosed please find the Bid Summary for the above referenced project. Five general contractors submitted bids to the Hidalgo County Purchasing Department on 01/4/17. The bidders' list with their respective bids are shown below:

	Total Base Bid for 1.5 Mile West
OG Construction	$ 421,462.20
Jimmy Closner	$ 482,811.00
RDH Site and Concrete	$ 487,921.00
Texas Cordia Const.	$ 387,658.00
Earthworks Enterprise	**$ 350,867.20**

Earthworks Enterprise has submitted the lowest base bid for Mile 1.5 West and meeting all the requirements on the plans and specifications. The Engineer's recommendation is to award a contract to Earthworks Enterprise for the base bid for Mile 1.5 West only. This is based on them being the lowest, responsible bidder within the project construction budget.

Please let me know if you have any questions regarding this matter. ICE is ready to assist you to make a success project.

Sincerely,

Luis J. Nava PE 2/22/17
Luis J. Nava P.E.
Project Engineer

P.O. Box 624 • Corpus Christi, TX 78403 • Ph 361.826.5805 • Fax 361.826.5806 • TBPE FIRM #F-10837

February 22, 2017

Comm. David L. Fuentes
Hidalgo County Commissioner Precinct No.1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78599

Re: **FEMA Mile 1.5 West Road Reconstruction Project at Precinct No.1**

Dear Comm. Fuentes:

Enclosed please find the Bid Summary for the above referenced project. Five general contractors submitted bids to the Hidalgo County Purchasing Department on 01/4/17. The bidders' list with their respective bids are shown below:

	Total Base Bid for 1.5 Mile West
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Sincerely,

Luis J. Nava P.E. 2/22/17
Luis J. Nava P.E.
Project Engineer

P.O. Box 624 • Corpus Christi, TX 78403 • Ph 361.826.5805 • Fax 361.826.5806 • TBPE FIRM #F-10837

SAM Search Results
List of records matching your search for :

Search Term : 2gs*
Record Status: Active

ENTITY 2GS, LLC Status:Active

DUNS: 032419961 +4: CAGE Code: 741S6 DoDAAC:

Expiration Date: Oct 26, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 1307 Highway 83 Suite C
City: PENITAS State/Province: TEXAS
ZIP Code: 78576 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:
2017-188747

Date Filed:
04/06/2017

Date Acknowledged:
04/06/2017

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.

2016-400-01-04-HGO
Precinct #1 Roadway Improvements (Site 1: Mile 1 1/2 West)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Penitas, TX United States

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Hidalgo County

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2016-400-01-04-HGO
Precinct #1 Roadway Improvements (Site 1: Mile 1 1/2 West)

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 3rd day of April, 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
	Armando Omar Flores, Jr.	Notary Public

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

"PRECINCT No.1 ROADWAY IMPROVEMENTS"
(Site 1: Mile 1 1/2 West)

Contract No. C-16-400-03-07

IN ACCORDANCE WITH

HIDALGO COUNTY, TEXAS

Hidalgo County Precinct 1

THE COUNTY OF HIDALGO TEXAS

Prepared By:

ICE
INTERNATIONAL CONSULTING ENGINEERS
www.icengineers.net

T.B.P.E. FIRM REGISTRATION #F – 10837

STATE OF TEXAS
HUGO P. GONZALEZ JR.
95600
LICENSED PROFESSIONAL ENGINEER

Issued for Bid 12/20/2016

LEGAL NOTICE

HIDALGO COUNTY
PRECINCT NO. 1
"ROAD IMPROVEMENTS"
CONTRACT No. C-16-400-03-07
Site #1 – Mile 1-1/2 West (between Mile 11 North & Mile 12 North, Edcouch, TX

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

BIDDERS ACKNOWLEDGEMENT

HIDALGO COUNTY PRECINCT NO. 1
"ROAD IMPROVEMENT PROJECT"
CONTRACT No. C-16-400-03-07
Site #1 – Mile 1-1/2 West (between Mile 11 North & Mile 12 North, Edcouch, TX

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: 2GS, LLC, Dba Earthworks Enterprise

Address: P. O. Box 595, Peñitas, TX 78576-0595

By: [signature]

Printed Name: Humberto García, Jr.

Title: Member

STATEMENT OF CREDENTIALS
for Facility Construction and Related Projects

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 separately 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, 2012

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 (Contract 16-3)

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 (City of Alton)

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: Hidalgo County (Eldora Road)

Address: 2802 South Business Highway 281, Edinburg, TX 78539

Ph/Fx Number: (956) 318-2626 Email:

Scope of Work Description: Road Improvements

Date Completed: June 20, 2016 Total Cost: $279,192.75

****

5. Owner: Hidalgo County (Havana Lomas #5)

Address: 2802 South Business Highway 281, Edinburg, TX 78539

Ph/Fx Number: (956) 318-2626 Email:

Scope of Work Description: Drainage and Road Construction

Date Completed: April 8, 2016 Total Cost: $78,125.50

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Mon Mack Subdivision

San Patricio County (Contract 16-1)

Hidalgo County (Colonia Noreste)

Hidalgo County Urban County Program (City of Alamo)

Hidalgo County Urban County Program (City of La Joya)

Hidalgo County (FEMA)

Russell Park Subdivision

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 the 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.

South Texas Aggregate Haulers

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 in the Rio Grande Valley Area, the business must be headquartered in Hidalgo, Cameron, or Starr County or a local office must be located in one 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 to their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby 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, the 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. The 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 3rd day of January, 20 17.

Humberto García, Jr.

By _____

Title Member

Subscribed and sworn to me this 3rd day of, January 20 17.

By: Armando Omar Flores, Jr.

Notary Public in and for Hidalgo County, Texas

My commission expires March 23, 2020.

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-400-03-07

This Agreement, entered into this **7th** day of **March**, **2017** by and between Hidalgo County (hereinafter called the "OWNER," and, **2GS, LLC, Dba Earthworks Enterprise** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT No. 1
FEMA ROAD IMPROVEMENTS
SITE 1: MILE 1 ½ WEST
(BETWEEN MILE 11 NORTH ROAD AND MILE 12 NORTH ROAD)

Hereinafter called the project, for the sum of **($350,867.20) Three Hundred Fifty Thousand Eight Hundred Sixty Seven Dollars and Twenty 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 **International Consulting Engineers**, 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 WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, March 7, , 2017.

CONTRACTOR: 2GS, LLC, Dba Earthworks Enterprise
Print Name & Title: Humberto Garcia Jr - Member
Name of Firm: 2GS, LLC Earthworks Enterprise
Address: P.O. Box 595
Penitas, Tx. 78576
Fed I.D. #/SS #: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 7th day of March, 2017, by Member (Title) Of and on behalf of Earthworks Enterprise (A corporation)

VIVIAN GONZALEZ
Notary Public, State of Texas
My Commission Expires
February 11, 2018

Vivian Gonzalez
Notary Public-Signature

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez LLP

BY: _____ DATE: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

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, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication 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, 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)

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

Subscribed and sworn to before me on this 3rd

Day of January, 2017

Armando Omar Flores, Jr.

Notary Public My Commission Expires March 23, 2020.

Title

BID FORM

HIDALGO COUNTY
CONTRACT No. C-16-400-03-07
PRECINCT No. 1 ROADWAY IMPROVEMENTS

BID ITEMS FOR ROAD CONSTRUCTION (SAMPLE)

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	20.87	STA	Preparing ROW	Three Hundred Dollars Fifty Cents	$300.50	$6,271.44

SITE 1- MILE 1.5 WEST IMPROVEMENTS BASE BID:

1	52	Sta.	Preparing ROW	Five Hundred Dollars Zero Cents	$ 500.00	$ 26,000.00
2	1	LS	Traffic Control	One Thousand Eight Hundred Dollars Zero Cents	$ 1,800.00	$ 1,800.00
3	3,952	CY	Street Excavation (9-1/2" Pavement and Caliche)	Eight Dollars Sixty Cents	$ 8.60	$ 33,987.20
4	379	TNS	Lime Type A Slurry	One Hundred Eighty Dollars Zero Cents	$ 180.00	$ 68,220.00
5	14,820	SY	8" Subbase with 6% Lime (Compacted in Place)	One Dollars Twenty-Five Cents	1.25	18,525.00
6	14,820	SY	6" New Caliche Flexible Base with 1.5% Lime (Compacted in Place)	Five Dollars Twenty-Five Cents	$ 5.25	$ 77,805.00
7	2 ,964	Gal.	Prime Coat (MC-30)	Five Dollars Zero Cents	$ 5.00	$ 14,820.00
8	1,170	TNS	1-1/2" Asphalt Ty "D"	Eighty-Five Dollars Zero Cents	$ 85.00	$ 99,450.00
9	10,260	LF	Regrade Roadside Ditch	One Dollars Zero Cents	$ 1.00	$ 10,260.00

Subtotal	$ 350,867.20

SITE 3 - JESUS FLORES RD. IMPROVEMENTS BASE BID:

1	6	Sta.	Preparing ROW	Five Hundred Dollars Zero Cents	$ 500.00	$ 3,000.00
2	1	LS	Traffic Control	Five Hundred Dollars Zero Cents	$ 500.00	$ 500.00
3	462	CY	Street Excavation (9-1/2" Pavement and Caliche)	Eight Dollars Sixty Cents	$ 8.60	$ 3,973.20
4	28	TNS	Lime Type A Slurry	One Hundred Eighty Dollars Zero Cents	$ 180.00	$ 5,040.00
5	1733	SY	8" Subbase with 6% Lime (Compacted in Place)	One Dollars Twenty-Five Cents	1.25	2,166.25
6	1733	SY	8" New Caliche Flexible Base with 1.5% Lime (Compacted in Place)	Four Dollars Seventy-Five Cents	$ 4.75	$ 8,231.75
7	347	Gal.	Prime Coat (MC-30)	Five Dollars Zero Cents	$ 5.00	$ 1,735.00
8	137	TNS	1-1/2" Asphalt Ty "D"	Eighty-Five Dollars Zero Cents	$ 85.00	$ 11,645.00
9	1200	LF	Regrade Roadside Ditch	One Dollars Zero Cents	$ 1.00	$ 1,200.00

Subtotal	$ 37,491.20

SITE 4 - ENGLEMEN RD. IMPROVENENTS BASE BID:

1	27	Sta.	Preparing ROW	Five Hundred Dollars Zero Cents	$ 500.00	$ 13,500.00
2	1	LS	Traffic Control	Three Hundred Dollars Zero Cents	$ 300.00	$ 300.00
3	1173	CY	Street Excavation (6" Caliche & Subbase)	Eight Dollars Sixty Cents	$ 8.60	$ 10,087.80
4	30	TNS	Lime Type A Slurry	One Hundred Eighty Dollars Zero Cents Cents	$ 180.00	$ 5,400.00
5	7040	SY	6" New Caliche Flexible Base with 1.5% Lime (Compacted in Place)	Four Dollars Seventy-Five Cents Cents	$ 4.75	$ 33,440.00
6	5280	LF	Regrade Roadside Ditch	One Dollars Zero Cents	$ 1.00	$ 5,280.00

Subtotal	$ 68,007.80

SITE 5 - LAS CUMBRES DR. IMPROVEMENTS BASE BID:

1	6	Sta.	Preparing ROW	Five Hundred Dollars Zero Cents	$ 500.00	$ 3,000.00
2	1	LS	Traffic Control	Four Hundred Dollars Zero Cents	$ 400.00	$ 400.00
3	469	CY	Street Excavation (9-1/2" Pavement and Caliche)	Eight Dollars Sixty Cents	$ 8.60	$ 4,033.40
4	28	TNS	Lime Type A Slurry	One Hundred Eighty Dollars Zero Cents	$ 180.00	$ 5,040.00
5	1760	SY	8" Subbase with 3% Lime (Compacted in Place)	One Dollars Twenty-Five Cents	1.25	2,200.00
6	1760	SY	8" New Caliche Flexible Base with 1.5% Lime (Compacted in Place)	Five Dollars Sixty-Five Cents	$ 5.65	$ 9,944.00
7	352	Gal.	Prime Coat (MC-30)	Five Dollars Zero Cents	$ 5.00	$ 1,760.00
8	140	TNS	1-1/2" Asphalt Ty "D"	Eighty-Five Dollars Zero Cents	$ 85.00	$ 11,900.00
9	1200	LF	Regrade Roadside Ditch	One Dollars Zero Cents	$ 1.00	$ 1,200.00

Subtotal	$ 39,477.40

SITE 6 – MILE 20 NORTH RD. IMPROVENENTS BASE BID:

1	27	Sta.	Preparing ROW	Five Hundred Dollars Zero Cents	$ 500.00	$ 13,500.00
2	1	LS	Traffic Control	One Thousand Five Hundred Dollars Zero Cents	$ 1,500.00	$ 1,500.00
3	1173	CY	Street Excavation (6" Caliche)	Eight Dollars Sixty Cents	$ 8.60	$ 10,087.80
4	30	TNS	Lime Type A Slurry	One Hundred Eighty Dollars Zero Cents Cents	$ 180.00	$ 5,400.00
5	7040	SY	6" New Caliche Flexible Base with 1.5% Lime (Compacted in Place)	Four Dollars Seventy-Five Cents Cents	$ 4.75	$ 33,440.00
6	5280	LF	Regrade Roadside Ditch	One Dollars Zero Cents	$ 1.00	$ 5,280.00

Subtotal	$ 69,207.80

BID SUMMARY:

MILE 1.5 WEST IMPROVEMENTS	Three Hundred Fifty Thousand Eight Hundred Sixty-Seven Dollars Twenty Cents	$ 350,867.20
JESUS FLORES RD IMPROVEMENTS	Thirty-Seven Thousand Four Hundred Ninety-One Dollars Twenty Cents	$ 37,491.20
ENGLEMEN RD IMPROVEMENTS	Sixty-Eight Thousand Seven Dollars Eighty Cents	$ 68,007.80
LAS CUMBRES DR IMPROVEMENTS	Thirty-Nine Thousand Four Hundred Seventy-Seven Dollars Forty Cents	$ 39,477.40
MILE 20 NORTH RD IMPROVEMENTS	Sixty-Nine Thousand Two Hundred Seven Dollars Eighty Cents	$ 69,207.80

Bid Total	$ 565,051.40

BIDDER/COMPANY NAME: 2GS, LLC, Dba Earthworks Enterprise

AUTHORIZED SIGNATURE:

PRINTED NAME: Humberto García, Jr.

TITLE: Member

OPENED
9:42 1-477

Witnessed

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 90 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of 5% of Greatest Amount Bid _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

2GS, LLC, Dba Earthworks Enterprise
Name of Firm

By: _____ January 3, 2017
Signature Date

Member
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

P. O. Box 595
Address

Peñitas, TX 78576-0595

(956) 424-3414
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

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# 65BCSHP3472

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 Three Hundred Fifty Thousand Eight Hundred Sixty Seven and 20/100** **Dollars ($ 350,867.20**)**

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 7th day of March, 2017 for

Hidalgo County Precinct No. 1
Fema Road Improvements
Site 1: Mile 1 1/2West (Between Mile 11 North Road and Mile 12 North Road

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 7th of March, 2017

Witness

2GS, LLC
By:
Humberto Garcia, Jr.

Witness Phil Young

Hartford Fire Insurance Company
By:
Andy Alvarez , Attorney-In-Fact

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# 65BCSHP3472

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 Three Hundred Fifty Thousand Eight Hundred Sixty Seven and 20/100*** **Dollars ($** 350,867.20 **)**

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 7th day of March, 2017 for

Hidalgo County Precinct No. 1
Fema Road Improvements
Site 1: Mile 1 1/2West (Between Mile 11 North Road and Mile 12 North Road

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 7th of March, 2017

Witness

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.

CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

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 March 7th, 2017

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

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 3rd day of January, 20 17.

2GS, LLC, Dba Earthworks Enterprise
Contractor

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2017

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 Higginbotham Insurance Agency, Inc. 1400 McColl Rd. Ste 105 McAllen TX 78501	**CONTACT NAME:** Judith Gomez **PHONE (A/C, No, Ext):** 956-668-3510 **FAX (A/C, No):** 956-687-1286 **E-MAIL ADDRESS:** jgomez@higginbotham.net
INSURED 2GSLL 2GS, LLC. dba Earthworks Enterprise PO Box 595 Penitas TX 78576	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Ohio Security Insurance Company — 24082 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : The Travelers Lloyds Insurance Co — 41262 INSURER D : Maxum Indemnity Company — 26743 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1807975807 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GLP603057901	2/21/2017	2/21/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $50,000 $1,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAS1855991781	2/21/2017	2/21/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001234244	2/21/2017	2/21/2018	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Inland Marine			QT6608G686515TLC17	2/21/2017	2/21/2018	Limit Leased/Rented Deductible	$750,000 $200,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic Additional insured Endorsement Construction or Service Contracts when required by written contract applies to General Liability and Auto policies.
Waiver of Transfer of Rights of Recovery Against Others to us applies to General Liability coverage when required by written contract.
Texas Waiver of our Right to Recover from Others applies to Workers Compensation coverage when agreed by written contract and as permitted by law.
Project Name: Precinct No. 1 Roadway Improvements

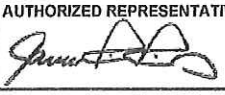
CERTIFICATE HOLDER

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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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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OTHER THAN UMBRELLA FORM GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2912 S Highway Bus. 281 Edinburg, Texas 78539		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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, 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 award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

■ have already been met, see attached copy of insurance certificate.

_____ January 3, 2017
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Humberto García, Jr., possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: Bid, Payment and Performance Bonds
3. Certificates: HUB Certified and Section 3 Certified
4. Permits: _____
5. Other: General Liability Insurance and Worker's Compensation Insurance

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

January 3, 2017
Date

2GS, LLC, Dba Earthworks Enterprise
Company

P. O. Box 595
Address

Peñitas, TX 78576-0595
City, State, Zip

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	1454338911900
File/Vendor Number:	477300
Approval Date:	14-DEC-2016
Scheduled Expiration Date:	14-DEC-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

2GS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 16-DEC-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

URBAN COUNTY PROGRAM

427 E. DURANTA AVENUE, SUITE 107 • ALAMO, TEXAS 78516 • (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

December 21, 2015

Mr. Humberto Garcia
2GS, LLC, dba Earthworks Enterprise
P.O. Box 595
Penitas, Texas 78576

RE: SECTION 3 CERTIFICATION

Dear Mr. Garcia:

The documentation submitted to my office to certify 2GS, LLC, dba Earthworks Enterprise as a "Section 3 Business Concern" has been reviewed by the Urban County Program staff.

As of this date, December 21, 2015, 2GS, LLC, dba Earthworks Enterprise has been certified as a "Section 3 Business Concern" by meeting the requirements listed below:

☑ At least 30% of your business workforce are currently Section 3 Residents or within three years of the date of first employment with the business concern were Section 3 Residents.

To further economic opportunities, you are encouraged to continue your efforts in subcontracting with Section 3 Businesses and the hiring of Section 3 Residents.

This Certification will remain valid for a period of three (3) years commencing on the date above referenced.

Sincerely,

Diana R. Serna
Director

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low to very low income person.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll **records.**

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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and

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified perfomance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

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"

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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 Cavazos, 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

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: 20161028000136
Date: 10/28/2016
Time: 10:44AM
Deputy Clerk: Tania Rivera
Station: CH-1-CC-K11

Issued To: Earthworks Enterprise
PO Box 595

Penitas, TX 78576

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2758784		$36.00

Collected Amounts

Item No.	Payment	Amount
1	Check 4265 Earthworks Enterprise, PO Box 595, Penitas, TX 424-3414	$36.00

Total Received: 36.00
Order Total: $36.00

Change Due: $0.00

Thank you.

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit D-C

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	

Excavator, over 50,000 lbs..$ 15.23
Foundation Drill, Truck
Mounted.....$ 16.86
Front End Loader Operator,
Over 3 CY.....$ 13.69
Front End Loader, 3 CY or
less.....$ 13.49
Loader/Backhoe.....$ 12.77
Mechanic.....$ 15.47
Milling Machine.....$ 14.64
Motor Grader Operator,
Rough.....$ 14.62
Motor Grader, Fine Grade....$ 16.52
Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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: 2GS, LLC	**Telephone No.** (956) 424-3414
dba Name: Earthworks Enterprise	
Legal Name: 2GS, LLC	
Mailing Address: P. O. Box 595, Peñitas, TX 78576	**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@2gsll.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:** ☐ 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 **Disadvantaged Business (At Least 51% Ownership)** ☐ 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):** 1454338911900 **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

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
2GS, LLC, Dba Earthworks Enterprise

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) ▶ S
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.)
P. O. Box 595

Requester's name and address (optional)

6 City, state, and ZIP code
Peñitas, TX 78576-0595

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: 45-4338911

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 ▶ [signature] | Date ▶ January 3, 2017

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[1]
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.

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-C

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-E

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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: _____

Exhibit E-G

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 K

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No. _____
Application Date: _____
Period To: _____
Engineer Firm _____

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

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
		Mile 1-1/2 West																			
1	502	Traffic Control	LS	$ -	1.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	814	Signs	LS	$ -	1.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	110	Excavation	CY	$ -	2,607.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	265	Lime	TNS	$ -	45.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	247	6" New Caliche Base	SY	$ -	16,425.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	310	Prime Coat (MC-30)	Gal	$ -	2,933.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	340	2" Asphalt Type D	TNS	$ -	1,605.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	158	Regrade Roadside Ditch	LF	$ -	10,260.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total				-			-			-			-			-	-	0.0	0.0
		Jesus Flores Road																			
1	502	Traffic Control	LS	$ -	1.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	814	Signs	LS	$ -	1.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	110	Excavation	CY	$ -	296.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	265	Lime	TNS	$ -	5.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	247	6" New Caliche Base	SY	$ -	1,867.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	310	Prime Coat (MC-30)	Gal	$ -	333.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	340	2" Asphalt Type D	TNS	$ -	182.4	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	158	Regrade Roadside Ditch	LF	$ -	1,200.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-M

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).:1454338911900r 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:

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: January 3, 2017

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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).

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01090	Definitions and Standards
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021010	Construction Identification Sign
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SECTION 01040
PROJECT COORDINATION

PART 1. GENERAL

1.01 SUMMARY

A. This section specifies administrative and supervisory requirements necessary for project coordination including but not necessarily limited to:

1. Coordination.
2. Administrative and supervisory personnel.
3. General installation provisions.

B. Progress meetings, coordination meetings, and pre-installation conferences are included in Standard Specification 01200, Project Meetings.

C. Requirements for the Contractors construction schedule are included in Standard Specification 01300, Submittals.

1.02 COORDINATION

A. Coordination: Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and, repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

4. Prepare memoranda for distribution to each involved party outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

1.03 SUBMITTALS

Within 10 days of the Notice to Proceed, the Contractor will submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the site; provide a proposed organizational chart identifying individuals, their duties and responsibilities; and list the proposed staffs addresses and telephone numbers.

1.04 GENERAL INSTALLATION PROVISIONS

A. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations if those instructions and recommendations are more explicit or stringent than requirements contained in the Contract Documents.

B. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

C. Recheck measurements and dimensions before starting installation procedure.

D. Install each component during weather conditions and at the point in project sequence that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

E. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

1.05 CLEANING AND PROTECTION

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

B. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or

otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Heavy traffic.
4. Vibration from adjacent activity.
5. Erosion.
6. Prop wash.
7. Damage by contact with construction equipment.

PART 2. PRODUCTS

(Not Used)

PART 3. EXECUTION

(Not Used)

PART 4. MEASUREMENT & PAYMENT

(Not Used)

END OF SECTION

SECTION 01090
DEFINITIONS AND STANDARDS

PART 1. GENERAL

1.01 SUMMARY

A. This section specifies administrative requirements for compliance with governing regulations, codes, and standards.

B. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

1.02 DEFINITIONS

A. General: Definitions contained in this article are not necessarily complete but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

B. Indicated: Indicated refers to graphic representations, notes, or schedules on the drawings; other paragraphs or schedules in the specifications; and similar requirements in the Contract Documents. Where terms such as shown, noted, and specified are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Engineer, requested by the Engineer, interpreted to extend the Engineers responsibility into the Contractors area of construction supervision.

D. Approved: The term approved, where used in conjunction with the Engineers action on the Contractors submittals, applications, and requests, is limited to the responsibilities and duties of the Engineer stated in the General and Special Conditions. Such approval will not release the Contractor from responsibility to fulfill Contract Document requirements unless otherwise provided in the Contract Documents.

E. Regulations: The term regulations includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction as well as rules, conventions, and agreements within the construction industry that control performance of the work, whether they are lawfully imposed by authorities having jurisdiction or not.

F. Furnish: The term furnish is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. Install: The term install is used to describe operations at the project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, and finishing, curing, protecting, cleaning, and similar operations.

H. Provide: The term provide means to furnish and install, complete and ready for the intended use.

I. Installer: An installer is an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

J. Project Site: That space made available by the Engineer to the Contractor for performance of the work either exclusively or in conjunction with others performing other construction as part of the project. The overall extent of the project site is shown on the drawings.

K. Testing Laboratories: A testing laboratory is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on and, if required, interpret results of those inspections or tests.

1.03 INDUSTRY STANDARDS

A. Applicability of Standards:

1. Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

2. Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as standard practice.

B. Publication Dates: Where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.

C. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced unless the Contract Documents indicate otherwise. Refer requirements that are different but apparently equal and uncertainties as to which level is more stringent to the Engineer for a decision before proceeding.

2. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified will be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values as noted or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are listed but not included with the Contract Documents. Also refer to paragraph 1.03-A-1.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

PART 2. PRODUCTS

(Not Used)

PART 3. EXECUTION

(Not Used)

PART 4. MEASUREMENT & PAYMENT

(Not Used)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1. GENERAL

1.01 SUMMARY

A. This section specifies administrative and procedural requirements for project meetings including but not limited to:

1. Preconstruction conferences.
2. Pre-installation meetings.
3. Coordination meetings.
4. Progress meetings.

B. Construction schedules are specified in Section 01300, Submittals.

1.02 PRECONSTRUCTION CONFERENCE

A. A preconstruction conference and organizational meeting will be scheduled by the Engineer at the project site or other convenient location no later than 10 days after execution of the Agreement and prior to commencement of construction activities. The meeting will be conducted to review responsibilities and personnel assignments with the Engineer and the Contractor.

B. Attendees: The Engineer, Contractor, and subcontractors will each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

C. Agenda: Discuss items of significance that could affect progress including such topics as:

1. Tentative construction schedule.
2. Critical working sequencing.
3. Designation of responsible personnel.
4. Procedures for processing field decisions.
5. Procedures for processing applications for payment.
6. Distribution of Contract Documents.
7. Submittal of shop drawings, product data, and samples.
8. Preparation of record documents.
9. Use of the premises.
10. Office, work, and storage areas.
11. Equipment deliveries and priorities.
12. Safety procedures.
13. First aid.

14. Security.
15. Housekeeping.
16. Working hours.

1.03 PRE-INSTALLATION MEETINGS

A. Pre-installation meetings may be held prior to beginning installation of critical work items. These items include:

1. Stabilization & Compaction of Subgrade.
2. Installation of Base Material.
3. Asphalt Installation.
4. Mailbox & Culvert Installation.

B. These meetings will be attended by all persons involved in the supervision, inspection, and quality control of this work. Those required to attend are as follows:

1. Engineer.
2. Contractor's project manager and superintendent.
3. Subcontractor's superintendent.
4. Crew foremen.

C. Agenda will include:

1. Layout, horizontal and vertical control, etc.
2. Equipment and materials required.
3. Specific methods to be used for installation.
4. Review of applicable specifications.

1.04 COORDINATION MEETINGS

A. The Engineer reserves the right to schedule and conduct coordination meetings at his option.

B. The Contractor will conduct coordination meetings with his subcontractors; however, the Engineer will be invited to such meetings.

C. Agenda: Review and solve operational conflicts between subcontractors, suppliers, and/or Owner operations.

1.05 PROGRESS MEETINGS

A. The Engineer reserves the right to schedule and conduct weekly meetings at his option.

B. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.

C. Contractors Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractors construction schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.

D. Review the present and future needs of each entity present including such items as:

1. Interface requirements.
2. Time.
3. Sequences.
4. Site utilization.
5. Hours of work.
6. Hazards and risks.
7. Housekeeping.
8. Quality and work standards.
9. Change orders.
10. Documentation of information for payment requests.

E. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2. PRODUCTS

(Not Used)

PART 3. EXECUTION

(Not Used)

PART 4. MEASUREMENT & PAYMENT

(Not Used)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1. GENERAL

1.01 SUMMARY

This section specifies administrative and procedural requirements for submittals required for performance of the work, including:

A. Contractors partial payment and construction schedule.

B. Submittal schedule.

C. Shop drawings.

D. Product data and mill certificates.

1.02 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchase, testing, delivery, other submittals, and related activities that require sequential activities.

2. Processing:

a. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals (including time for resubmittals).

b. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4" x 5" on the label or beside the title block on shop drawings to record the Contractors review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Contractor.
e. Name of subcontractor.
f. Name of supplier.
g. Name of manufacturer.
h. Number and title of appropriate specification section.
i. Drawing number and detail references as appropriate.

1.03 CONTRACTORS PARTIAL PAYMENT AND CONSTRUCTION SCHEDULE

Schedule: Prepare a fully developed construction schedule, preferably a computer based CPM type, but a Gantt chart as a minimum. Submit within 10 days of issuance of the Notice to Proceed. The schedule will include the following:

A. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities, including minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.

B. Prepare the Contractors construction schedule with the schedule of values, list of subcontractors, submittal schedule, progress reports, schedule of anticipated monthly partial payment requests, and all other schedules.

C. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineers procedures necessary for certification of Substantial Completion.

1.04 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractors construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractors construction schedule.

1. Coordinate submittal schedule with the list of subcontractors, schedule of values, and the list of products as well as the Contractor's construction schedule.

2. Prepare the schedule in chronological order; include all submittals required during construction. Provide the following information:

   a. Scheduled date for the first submittal.
   b. Related section number.
   c. Submittal category.
   d. Name of subcontractor.
   e. Description of the part of the work covered.
   f. Scheduled date for resubmittal.
   g. Scheduled date for Engineers final release or approval.

B. Distribution:

1. Following response to initial submittal, print and distribute copies to the Engineer, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.

2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with each meeting report.

1.05 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis for shop drawings. Standard information prepared without specific reference to the project is not considered shop drawings. Reproductions of the Contract Documents will be immediately rejected for resubmittal.

B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

C. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit shop drawings on sheets at least 8-1/2" x 11", but no larger than 24" x 36".

D. Final Submittal: Submit one set of prints; submit three prints where required for maintenance manuals, as well as electronic prints in PDF format.

1.06 PRODUCT DATA

Collect product data into a single submittal for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit as shop drawings.

A. Manufacturers printed recommendation.

B. Compliance with recognized testing agency standards.

C. Application of testing agency labels and seals.

D. Notation of dimensions verified by field measurement.

E. Notation of coordination requirements.

F. Mill certificates.

1.07 ENGINEERS ACTION

A. Except for submittals for record, information of similar purposes where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.

B. Compliance with specified characteristics is the Contractors responsibility. Submittal will be rejected for non-compliance of required characteristics.

C. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked to indicate the action taken.

D. Submittals not returned within 21 days of receipt by the Engineer will be considered approved as submitted by the Contractor. Unless the Engineer notifies the Contractor of such review delay, as per section 1.02 A-2.b.

PART 2. PRODUCTS

(Not Used)

PART 3. EXECUTION

(Not Used)

PART 4. MEASUREMENT & PAYMENT

(Not Used)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1. GENERAL

1.01 SECTION INCLUDES

A. Closeout Procedures

B. Final Cleaning

C. Adjusting

1.02 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner inspection.

B. Provide submittals to Owner that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.03 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean equipment and fixtures to a sanitary condition.

C. Clean debris from pull boxes, manholes, and drainage systems.

D. Clean site; sweep paved areas, remove debris from site areas.

E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.04 ADJUSTING

A. Maintain on site, one set of the following record documents; record actual revisions to the Work:

1. Contract Drawings

2. Specifications
3. Addenda
4. Change Orders and other Modifications to the Contract
5. Reviewed shop drawings, product data, and samples

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and Modifications.

E. Record Documents (As-Builts) and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

3. Field changes of dimension and detail.

4. Details not on original Contract Drawings.

F. Submit documents to Engineer or Owner with claim for final Application for Payment.

END OF SECTION

SECTION 01 57 10

STORM WATER POLLUTION PREVENTION PLAN

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Section describes the requirements for the documents to be prepared by the Contractor for the Storm Water Pollution Prevention Plan (SWPPP). These documents are to be prepared and reviewed prior to commencing construction operations.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include the cost of work performed under this Section in pay items of which this work is a component.

1.03 REFERENCES

A. Texas Commission on Environmental Quality – TPDES General Permit Number TXR150000

B. Texas Department of Transportation – Storm Water Management Guidelines for Construction Activities

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 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

A. The Contractor shall prepare the SWPPP in accordance with the TPDES General Permit Number TXR15000 referenced in item 1.03 A of this specification.

B. The Contractor shall prepare the SWPPP using structural and nonstructural control measures included in the Plans and Specifications throughout the construction and post construction periods. These control measures shall not be used as a substitute for the permanent pollution control measures unless otherwise directed by the Resident Project Representative in writing. The control measures may include silt fences, straw bales, stabilized construction exits, or other structural or nonstructural storm water pollution controls. Additional information regarding these controls can be found in the Texas Department of Transportation Manual referenced in item 1.03 B of this specification.

B. The SWPPP shall include at a minimum:

1. A site map showing the areas of soil disturbance, areas not to be disturbed, drainage patterns, approximate slopes anticipated after major grading activities, locations where storm water discharges to surface waters (including wetlands) and/or leaves the project site, locations of structural and nonstructural controls for regulating the discharge of storm water pollutants, locations of waste, borrow, and equipment storage areas, and location where stabilization practices are expected to occur.

2. A description including the nature of the construction activity, a description of the intended sequence of major activities which disturb soils for major portions of the site (grubbing, excavation, grading, utilities and infrastructure installation), estimates of the total area of the site, and the total area of the site that is to be disturbed

3. A description of the control measures that will be implemented as part of the construction activity to control pollutants in storm water discharges, and the general timing during the construction process that these measures will be implemented.

4. A description of construction and waste materials expected to be stored on site with updates as appropriate. The SWPPP shall also include a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, and spill prevention and response.

5. A description of pollutant sources from areas other than the construction site over which the Contractor has control for the project (including but not limited to dedicated asphalt plants, dedicated concrete plants, haul roads, and field offices), and the control measures implemented to reduce pollutants.

3.02 PRECONSTRUCTION REVIEW AND SUBMITTALS

A. The Contractor shall review implementation of the SWPPP in a meeting with the Engineer and the Resident Project Representative prior to the start of construction.

B. The Contractor shall submit to the Resident Project Representative for acceptance schedules for accomplishment of the storm water pollution control measures in accordance with the SWPPP. Work on the project shall not begin until the schedules for implementation of the controls and methods of operation have been reviewed and accepted in writing by the Resident Project Representative.

3.03 CONSTRUCTION REQUIREMENTS

A. The Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention control measures and other practices shown on the SWPPP, the Plan Drawings, or specified elsewhere in this or other Specifications.

B. The contractor shall effectively prevent and control erosion and sedimentation on the site at the earliest practicable time as outlined in the approved schedule and SWPPP. Control measures, where applicable, will be implemented prior to the commencement of each construction operation or immediately after the area has been disturbed.

SECTION 01 57 50

CONSTRUCTION EXIT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation and maintenance of erosion and sediment control for 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 payment will be made for work performed and described in this Section.

1.04 REFERENCES

A. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC

A. Provide woven or nonwoven geotextile fabric made of 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 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide 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 construction exits. Unless otherwise directed, maintain the construction roads and exits until the project is accepted by the City. Remove 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 01 57 20 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide 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 areas which drain into a drainage system protected by erosion and sediment control measures.

C. Details for construction exit shall be shown on the SWPPP. Construction of all other 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 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 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 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 construction exit, except where shown otherwise on the SWPPP.

H. 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.

SECTION 01 57 60

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 work performed under this Section, but it shall be considered subsidiary to the Prep. R.O.W.

1.03 SUBMITTALS

A. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

B. 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.

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.

Section 01 57 80

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 GENERAL

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 Section 01 56 10 - 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 01300 - 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. ~~Refer to Section 01 57 00 – Texas Pollutant Discharge Elimination System. (If Applicable)~~

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 PRODUCTS

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 EXECUTION

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.

SECTION 021010

PROJECT SIGNS

PART 1 GENERAL

1. DESCRIPTION

A. This specification shall govern all work for providing project signs required to complete the project.

PART 2 PRODUCT

2. REQUIREMENTS

A. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. along a major thoroughfare within the locality as directed by the owner.

PART 3 PROJECT SIGN WORDING

A. See Attached.

PART 4 MEASUREMENT AND PAYMENT

3. MEASUREMENT AND PAYMENT

A. Unless indicated otherwise in the Proposal, all work and materials required for providing project signs shall not be measured for pay but will be considered subsidiary to other work.

SIGNS FOR PROJECTS:

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

COUNTY OF HIDALGO

ANY PROJECT
PROJECT NUMBER

COUNTY OFFICIALS CONTRACTOR ENGINEER/ARCHITECT

SECTION 022040
STREET EXCAVATION

1. DESCRIPTION

This specification shall govern all work for Street Excavation required to complete the project.

2. CONSTRUCTION METHODS

(A) Stripping and Excavation

Strip the top 11 inches in all areas to underlay compacted fill, curbs, base or pavement, by removing all humus, vegetation and other unsuitable materials. Unless otherwise noted, remove existing trees, shrubs, fences, curb, gutter, sidewalk, drives, paving, pipe and structures within the graded area which interfere with new construction of finished grading.

All suitable excavated materials shall be utilized, insofar as practicable, in constructing the required roadway sections or in uniformly widening embankments, flattening slopes, etc., as directed by the Engineer, provided that the material has a plasticity index (P.I.) of 35 or less. Unwanted roadway excavation and roadway excavation in excess of that needed for construction shall become the property of the Contractor to be disposed of by him outside the limits of the right-of-way at a location suitable to the Engineer. "Unsuitable" material encountered below subgrade elevation in roadway cuts, when declared unwanted by the Engineer, shall be replaced as directed by the Engineer with material from the roadway excavation or with other suitable material.

Maintain moisture and density until covered by the subbase or base course. Remove soft or wet areas found at any time, replace with suitable material, and recompact (especially utility trenches).

(B) Subgrade Preparation

That area shown on the plans for street construction shall be cut to grade, scarified to a depth not less than 6 inches or as otherwise indicated on the drawings and compacted to 95% Standard Proctor density. Irregularities exceeding ½ inch in 16 feet shall be corrected. Soft areas found at anytime shall be removed, replaced with acceptable material and compacted (especially at utility trenches). The correct moisture density relationship shall be maintained.

(C) Curb Backfill and Topsoil (Sidewalks, Parkways, Islands, etc.)

Fill and compact areas behind curbs and adjacent to sidewalks and driveways without delay after completion of concrete work. The top 6 inches (where disturbed by construction or where unsatisfactory material is exposed by excavation) of finish earth grade shall be clean excavated material or topsoil capable of supporting a good growth of grass when fertilized and seeded or sodded. It shall be free of concrete, asphalt, shell, caliche, debris and any other material that detracts from its appearance or hampers the growth of grass.

(D) Matching Grades at Right-of-Way Line

Finish grade at the property line shall be as shown on the plans. The Engineer may require a reasonable amount of filling on private property where the sidewalk grade is above the property elevation. Use suitable material from the excavation. Unless otherwise directed, cuts at right-of-way lines shall be made at a slope of three horizontal to one vertical (3:1).

(E) Drainage

During construction, the roadbed and ditches shall be maintained in such condition as to insure proper drainage at all times, and ditches and channels shall be so constructed and maintained as to avoid damage to the roadway section.

All slopes which, in the judgment of the Engineer, require variation, shall be accurately shaped, and care shall be taken that no material is loosened below the required slopes. All breakage and slides shall be removed and disposed of as directed.

3. SELECTION OF MATERIALS

Where shown on the plans, selected materials shall be utilized to improve the roadbed, in which case the work shall be performed in such manner and sequence that suitable materials may be selected, removed separately, and deposited in the roadway within limits and at elevations required. Material used for roadway embankment shall have a plasticity index (P.I.) of 35 or less.

4. GEOGRID

Where shown on the plans, geogrid shall be placed on top of the compacted subgrade layer to strengthen the roadbed. Geogrid shall be "TENSAR BX-1200", or approved equivalent. Overlap edges of geogrid in accordance with the manufacturer's recommendations, but not less than 12 inches.

5. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

END OF SECTION

SECTION 02 20 60

CHANNEL EXCAVATION

PART 1 GENERAL

1. DESCRIPTION

A. This specification shall govern all work for Channel Excavation (including roadside ditches) required to complete the project.

PART 2 EXECUTION

2. CONSTRUCTION METHODS

A. Excavated slopes shall be finished in conformance with the lines and grades established by the Engineer. When completed, the average plane of slopes shall conform to the slopes indicated on the plans and no point on completed slopes shall vary from the designated slopes by more than 0.5 foot measured at right angles to the slope, unless otherwise specified. In no case shall any portion of the slope encroach on the roadbed. The tops of excavated slopes and the end of excavation shall be rounded as shown on the plans. The bottom and sides of the ditch or channel shall be undercut a minimum depth sufficient to accommodate topsoil for seeding or sodding, as indicated on the plans.

~~B. All suitable materials removed from the excavation shall be used, insofar as practicable, in the formation of embankments in accordance with Standard Specification, Section 022080 "Embankment", or shall be otherwise utilized or satisfactorily disposed of as indicated on plans, or as directed, and completed work shall conform to the established alignment, grades and cross sections. During construction, the channel shall be kept drained, insofar as practicable, and the work shall be prosecuted in a neat workmanlike manner.~~

C. Unsuitable channel excavation in excess of that needed for construction shall become the property of the Contractor and removed from the site and properly disposed.

PART 3 PRODUCT

3. SELECTION OF MATERIALS

A. Where shown on the plans, selected materials shall be utilized in the formation of embankment or to improve the roadbed, provided that the material meets the requirements specified in Section 022400 "Street Excavation", in which case the work shall be performed in such manner and sequence that suitable materials may be selected, removed separately and deposited in the roadway within limits and at elevations required.

PART 4 MEASUREMENT AND PAYMENT

4. MEASUREMENT AND PAYMENT

A. Unless indicated otherwise in the Proposal, channel excavation shall be measured in its original position and the volume computed in cubic yards by the method of average end areas, or by linear foot of channel, as specified. Channel excavation shall include, but not be limited to, excavation, embankment, compaction, hauling, and disposal. Payment shall be at the bid price for the unit of measurement specified and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work.

SECTION 02 24 20

SILT FENCE

PART 1 GENERAL

1.01 DESCRIPTION

A. This specification shall govern all work necessary for providing and installing silt fencing required to control sedimentation and erosion during construction of the project.

PART 1 PRODUCT

2.01 MATERIAL REQUIREMENTS

Geotextile shall meet the requirements for temporary silt fence per AASHTO M288.

A. Fence Reinforcement Materials:

B. Silt fence reinforcement shall be one of the following systems.

Type 1: Self-Supported Fence - This system consists of fence posts, spaced no more than 8-1/2 feet apart, and geotextile without net reinforcement. Fence posts shall be a minimum of 42 inches long, embedded at least one (1) foot into the ground, and constructed of either wood or steel. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 inches in cross section and essentially straight. Hardwood posts shall be a minimum of 1.5 x 1.5 inches in cross section. Fabric attachment may be by staples or locking plastic ties at least every 6 inches, or by sewn vertical pockets. Steel posts shall be T or L shaped with a minimum weight of 1.3 pounds per foot. Attachment shall be by pockets or by plastic ties if the posts have suitable projections.

Type 2: Net-Reinforced Fence - This system consists of fence posts, spaced no more than 8-1/2 feet apart, and geotextile with an attached reinforcing net. Fence posts shall meet the requirements of Self-Supported Fence. Net reinforcement shall be galvanized welded wire mesh of at least 12.5-gauge wire with maximum opening size of 4 inches square. The fabric shall be attached to the top of the net by crimping or cord at least every 2 feet, or as otherwise specified.

Type 3: Triangular Filter Dike - This system consists of a rigid wire mesh, at least 6-gauge, formed into an equilateral triangle cross-sectional shape with sides measuring 18 inches, wrapped with geotextile silt fence fabric. The fabric shall be continuously wrapped around the dike, with a skirt extending at least 12 inches from its upslope corner.

C. Packaging Requirements: Prior to installation, the fabric shall be protected from damage due to ultraviolet light and moisture by either wrappers or inside storage.

D. Certification and Identification: Each lot or shipment shall be accompanied by a certification of conformance to this specification. The shipment must be identified by a ticket or by labels securely affixed to the fabric rolls. This ticket or label must list the following information:

a. Name of manufacturer or supplier
b. Brand name and style
c. Manufacturer's lot number or control number
d. Roll size (length and width)
e. Chemical composition

PART 3 MEASUREMENT AND PAYMENT L

3.01 MEASUREMENT AND PAYMENT

A. Unless indicated otherwise in the Proposal, silt fence shall be subsidiary to other items on this project.

SECTION 025210
LIME STABILIZATION

1. DESCRIPTION

This specification shall consist of treating the subgrade, sub base or base by the pulverizing, addition of lime, mixing and compacting the mixed material to the required density. This specification applies to natural ground, embankment, existing pavement structure, or proposed base and shall be constructed as specified herein and in conformity with the typical sections, lines and grades as shown on the plans or as established by the Engineer.

2. MATERIALS

(1) The lime shall be a commercially produced "Hydrated Lime" in accordance with AASHTO M216 or Type A in accordance with TEX Item 264. The specifications apply specifically to the normal hydrate of lime made from "high-calcium" type limestone. Hydrated lime for stabilization purposes shall be applied as a slurry.

(2) Lime to be used for the treated subgrade, existing sub base, existing base or proposed base is determined by preliminary tests and shall be applied at a rate indicated on the plans.

3. EQUIPMENT

The machinery, tools and equipment necessary for proper prosecution of the work shall be on the project and approved by the Engineer prior to the beginning of construction operations.

All machinery, tools and equipment used shall be maintained in a satisfactory and workmanlike manner.

Hydrated lime shall be stored and handled in closed weatherproof containers until immediately before distribution on the road. 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. If lime is furnished in trucks, each truck shall have the weight of lime certified on public scales.

If lime is furnished in bags, each bag shall bear the manufacturer's certified weight. Bags varying more than 5 percent from that weight may be rejected and the average weight of bags in any shipment, as shown by weighing 50 bags taken at random, shall not be less than the manufacturer's certified weight.

4. CONSTRUCTION METHODS

General – It is the primary requirement of this specification to secure a completed course of treated material containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth

surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work, to use the proper amount of lime, maintain the work and rework the courses as necessary to meet the above requirements.

Application – Lime shall be spread only on that area where the first mixing operations can be completed during the same working day.
Unless otherwise shown on drawings, lime shall be applied at a rate in pounds of dry-hydrated lime per square yards, in the form of a slurry. Application rate may be varied by the engineer, if conditions warrant.

Certification of lime quantity and quality shall be provided as required to monitor the application. Certification should be in the form of weight tickets which indicate the actual weight of dry hydrated lime, CA(OH)2.

The application and mixing of lime with the material shall be accomplished by the method hereinafter described.

The lime shall be mixed with water in trucks with approved distributors and applied as a thin water suspension or slurry.

Mixing – The mixing procedure shall be as hereinafter described.

(a) **First Mixing:** The material and lime shall be thoroughly mixed by approved road mixers or other approved equipment, and the mixing continued until, in the opinion of the Engineer, a homogeneous, friable mixture of material and lime is obtained, free from all clods or lumps. Materials containing plastic clays or other material which will not readily mix with lime shall be mixed as thoroughly as possible at the time of the lime application, brought to the proper moisture content and left to cure 1 to 4 days as directed by the Engineer. During the curing period, the material shall be kept moist as directed.

(b) **Final Mixing**: After the required curing time, the material shall be uniformly mixed by approved methods. If the soil binder-lime mixture contains clods, they shall be reduced in size by raking, blading, disking, harrowing, scarifying or the use of other approved pulverization methods so that, when all nonslaking aggregates retained on the No. 4 sieve are removed, the remainder of the material shall meet the following requirements when tested dry by laboratory sieves:

	Percent
Minimum Passing 1" Sieve	100
Minimum Passing No. 4 Sieve	85

Old bituminous wearing surface shall be pulverized so that 100% will pass a 2" sieve.

During the interval of time between applications 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 for payment.

Compaction – Compaction of the mixture shall begin immediately after final mixing and in no case later than 3 calendar days after final mixing, unless approval is obtained from the Engineer. The material shall be aerated or sprinkled as necessary to provide the optimum moisture. Compaction shall begin at the bottom and shall continue until the entire depth of mixture is uniformly compacted as hereinafter specified.

If the total thickness of the material to be treated cannot be mixed in one operation, the previously mixed material shall be bladed to a windrow just beyond the area to be treated and the next layer mixed with lime as previously specified. The first layer of the material shall be compacted such that the treated material will not be mixed with the underlying material.

The course shall be sprinkled as required to maintain moisture content on the wet side of optimum and compacted to the extent necessary to provide the specified density. Unless shown otherwise on the drawings, all lime treated subgrades, sub bases, and bases are not in direct contact with surface or binder course shall be compacted to a minimum of 98% Standard Proctor (AASHTO T99).

In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the Engineer. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.

Rework, when required to meet pulverization requirements or density, shall include the addition of lime, about 10% to 15% of the initial application rate or as deemed necessary by the Engineer. A new optimum density will be obtained.

Throughout this 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 section shown on the plans and to the established lines and grades.

5. MEASUREMENT & PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

END OF SECTION

SECTION 025412
PRIME COAT

1. DESCRIPTION

This specification shall consist of an application of asphalt material on the completed base course and/or other approved area in accordance with this specification.

Prime Coat shall not be applied when the air temperature is below 60° F and falling, but it may be applied when the air temperature is above 50° F and is rising; the air temperature being taken in the shade and away from artificial heat. Asphalt material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

2. MATERIALS

The asphalt material used for the prime coat shall be MC-30 medium-curing cutback asphalt or AE-P asphalt emulsion prime, unless otherwise specified, and when tested by approved laboratory methods shall meet the requirements of Standard Specification Section 025404 "Asphalts, Oils and Emulsions". Blotter material shall be native sand.

3. CONSTRUCTION METHODS

When, in the opinion of the Engineer, the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned of dirt, dust, and other deleterious matter by sweeping or other approved methods. If found necessary by the Engineer, the surface shall be lightly sprinkled with water just prior to application of the asphalt material. The asphalt material shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphalt material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two distributor loads.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphalt material shall be kept clean and in good operating condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt material with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage-heating unit at all times. The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. After beginning of the work, should the yield on the asphalt material applied appear to be in error, the distributor shall be calibrated in a manner satisfactory to the Engineer before proceeding with the work.

Prime shall be applied at a temperature within the recommended range per Standard

Specification Section 025404 "Asphalts, Oils and Emulsions", with that range being 70 to 150 degrees F. Application rate shall be not less than 0.15 gallon per square yard, unless otherwise specified.

The Contractor shall be responsible for the maintenance of the surface until the Engineer accepts the work.

No traffic hauling or placement of any subsequent courses shall be permitted over the freshly applied prime coat until authorized by the Engineer. Spread blotter material before allowing traffic to use a primed surface.

Allow sufficient time for the prime coat to cure properly before applying surface treatment or asphaltic concrete pavement.

4. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

END OF SECTION

SECTION 025424

HOT MIX ASPHALTIC CONCRETE PAVEMENT (Class A)

1. DESCRIPTION

This specification shall govern all work required for furnishing and laying Hot Mix Asphalt Concrete (HMAC) surface, binder and base courses required to complete the project.

All subsurface utilities must be inspected, tested, and accepted prior to any paving.

2. MATERIALS

2.1. Aggregate. The aggregate shall consist of a blend of course aggregate, fine aggregate and, if required, a mineral filler.

2.1.1. Coarse Aggregate shall consist of that fraction of aggregate retained on a No. 10 sieve and shall consist of crushed furnace slag, crushed stone, or crushed gravel.

Deleterious material in course aggregate shall not exceed 2% per TxDOT Test Method TEX-217-F.

Course aggregate shall be crushed such that a minimum of 85% of the particles have more than one crushed face, unless noted otherwise on the plans.

Los Angeles abrasion losses for course aggregate shall not exceed 40% by weight for the surface course and 45% for the binder and base courses per TxDOT Test Method TEX-410-A.

Polish Value not less than 30 for aggregate used in the surface course per TxDOT Test Method TEX-438-A.

2.1.2. Fine Aggregate is defined as the fraction passing a No. 10 sieve and shall be of uniform quality.

Fine aggregate shall consist of screenings of material that pass the Los Angeles abrasion requirements in paragraph 2.1.1 above. Screenings shall be blended with a maximum of 15% uncrushed aggregate or field sand for Type D mixes, or a maximum of 10% uncrushed aggregate or field sand for Type A, B, and C mixes.

Grading of fine aggregate shall be as follows:

Sieve Size	Percent Passing by Weight
No. 10	100
No. 200	0-15

2.1.3 Filler shall consist of dry stone dust, Portland cement, hydrated lime, or other mineral dust approved by the Engineer.

Grading of filler shall be as follows:

Sieve Size	Minimum Percent Passing by Weight
No. 30	95
No. 80	75
No. 200	55

2.2. Reclaimed Asphalt Pavement (RAP). Reclaimed asphalt pavement may be incorporated into the hot mix asphalt concrete furnished for the project, provided that the mixture is designed per the TxDOT Methods and meets the applicable provisions of said TxDOT Item 340 and this specification.

2.3. Asphalt. Asphalt Material shall be in accordance with Standard Specification Section 025404 "Asphalt, Oils and Emulsions" and AASHTO.

2.3.1. Paving Mixture:

APPLICATION	ASPHALT GRADE
Residential or low volume	PG 64-22
Collector	
Surface Course	PG 70-22
Binder Course	PG 64-22
Arterial	
Surface Course	PG 76-22
Binder Course	PG 64-22
Base Courses	PG 64-22

2.3.2. Tack Coat shall consist of an emulsion, SS-1 diluted with equal volume of water and applied at a rate ranging from 0.05 to 0.15 gallon per square yard.

3. PAVING MIXTURE

3.1. Mix Design. The mixture shall be designed in accordance with TxDOT Bulletin C-14 and TxDOT Test Method TEX-204-F to conform to the requirements of this specification. The Contractor shall furnish the mix design for the job-mix to be used for the project, unless shown otherwise on the drawings. The mix design shall be submitted prior to placement of the mixture.

The design procedures are actually intended to result at a job-mix with properties in compliance with these specifications, and when properly placed the job-mix will be durable

and stable. The sieve analysis of the job-mix shall be within the range of the Master Gradation and Tolerances specified herein. The job-mix shall meet the density and stability requirements as specified and shall be included with the mix design as submitted per above.

If the specific gravity of any of the types of aggregates differs by more than 0.3, use volume method.

Plot sieve analysis of job-mix; percent passing versus size on four-cycle semi-log paper or other appropriate type paper. Show tolerance limits and Limits of Master Gradation.

3.2. Master Gradation of Aggregate. The aggregate for the type of mix specified shall be within the following tabulated limits per TxDOT Test Method TEX-200-F (Dry Sieve Analysis):

Sieve Size	Type			
	A Course Base	B Fine Base	C Course Surface	D Fine Surface
1-1/2"	100			
1-1/4"	95-100			
1"		100		
7/8"	70-90	95-100	100	
5/8"		75-95	95-100	
1/2"	50-70			100
3/8"		60-80	70-85	85-100
1/4"				
No. 4	30-50	40-60	43-63	50-70
No. 10	20-34	27-40	30-40	32-42
No. 40	5-20	10-25	10-25	11-26
No. 80	2-12	3-13	3-13	4-14
No. 200	1-6*	1-6*	1-6*	1-6*
VMA % minimum	11	12	13	14

* 2-8 when TxDOT Test Method Tex-200-F, Part II (Washed Sieve Analysis) is used.

3.3. Tolerances. The mixture delivered to the job site shall not vary from the job-mix by more than the tolerances specified below. The gradation of the produced mix shall not fall outside the Master Grading Limits, with the following exceptions: for Type B material coarser than 3/8" and for Type D material coarser than #4. Variations from job-mix shall not exceed the following limits, except as noted above:

Item:	Tolerances Percent by Weight or Volume
1" to No. 10	Plus or Minus 5.0
No. 40 to No. 200	Plus or Minus 3.0
Asphalt Weight	Plus or Minus 0.5
Asphalt Volume	Plus or Minus 1.2

3.4. Mix Properties. The mixture shall have a minimum Hveem stability of 40 for Type A, B, and C mixes, and 35 for Type D mixes per TxDOT Test Method TEX-208-F at an optimum density of 96% (plus or minus 1.5) of theoretical maximum density per TxDOT Test Methods TEX-227-F and TEX-207-F.

3.5. Sampling and Testing of Raw Materials. The Contractor shall sample materials as necessary to produce a mix in compliance with these specifications.

4. EQUIPMENT

4.1. Mixing Plants. Mixing plants shall be either the weigh batching type or the drum mix type. Both types shall be equipped with satisfactory conveyors, power units, aggregate handling equipment, aggregate screens and bins (weigh batch only), and pollution control devices as required.

4.2. Truck Scales. A set of truck scales, if needed for measurement, shall be placed at a location approved by the Engineer.

4.3. Asphalt Material Heating Equipment. Asphalt material heating equipment shall be adequate to heat the required amount of material to the desired temperature. Agitation with steam or air will not be permitted. The heating apparatus shall be equipped with a recording thermometer with a 24-hour continuous chart that will record the temperature of the asphalt at the highest temperature.

4.4. Surge-Storage System. A surge-storage system may be used provided that the mixture coming out of the bins is of equal quality to that coming out of the mixer. The system shall be equipped with a gob hopper, rotating chute or other devices designed to minimize segregation of the asphalt mixture.

4.5. Laydown Machine. The laydown machine shall be capable of producing a surface that will meet the requirements of the typical cross section, of adequate power to propel the delivery vehicles, and produce the surface tolerances herein required. It shall be wide enough to lay a 28-foot street (back-to-back of curbs) in a maximum of two passes.

4.6. Rollers. All rollers shall be self-propelled and of any type capable of obtaining the required density. Rollers shall be in satisfactory operating condition and free from fuel, hydraulic fluid, or any other fluid leaks.

5. STORAGE, PROPORTIONING AND MIXING

5.1. Storage and Heating of Asphalt Materials. Asphalt cement shall not be heated to a temperature in excess of that recommended by the producer. Asphalt storage equipment shall be maintained in a clean condition and operated in such a manner that there will be no contamination with foreign matter.

5.2. Feeding and Drying of Aggregates. The feeding of various sizes of aggregate to the dryer shall be done in such a manner that a uniform and constant flow of materials in the required proportions will be maintained. In no case shall the aggregate be introduced into the mixing unit at a temperature in excess of 350 degrees F.

5.3. Proportioning. All materials shall be handled and proportioned in a manner that yield an acceptable mixture as herein specified and as defined by the job-mix.

5.4. Mixing.

5.4.1. Weigh Batch Plant. In charging the weigh box and in charging the pugmill from the weigh box, such methods or devices shall be used as necessary to minimize segregation of the mixture.

5.4.2. Drum Mix Plant. The amount of aggregate and asphalt cement entering the mixer and the rate of travel through the mixer shall be coordinated so that a uniform mixture of the desired gradation and asphalt content will be produced.

5.4.3. The mixture produced from each type of plant shall not vary from the job-mix by more than the tolerances and restrictions herein specified. The mixture when discharged from the plant shall have a moisture content not greater than one percent by weight of total mix when determined by TxDOT Test Method TEX-212-F.

5.4.4. The mixture produced from each type of plant shall be at a temperature between 250 and 325 degrees F. After a target mixing temperature has been established, the mixture when discharged from the mixer shall not vary from this temperature by more than 25 degrees F.

6. CONSTRUCTION METHODS

6.1. Construction Conditions. For mat thicknesses greater than 1.5 inches, the asphalt material may be placed with a laydown machine when the air temperature is 40 degrees F and rising but not when the air temperature is 50 degrees F and falling. In addition, mat thickness

less than and including 1.5 inches shall not be placed when the temperature of the surface on which the mat is placed is below 50 degrees F.

6.2. Prime Coat. If a prime coat is required, it shall be applied and paid for as a separate item conforming to the requirements of Standard Specification Section 025412 "Prime Coat", except the application temperature shall be as provided above. The tack coat or asphaltic concrete shall not be applied on a previously primed flexible base until the primed base has completely cured to the satisfaction of the Engineer.

6.3. Tack Coat. Before the asphalt mixture is laid, the surface upon which the tack coat is to be placed shall be thoroughly cleaned to the satisfaction of the Engineer. The surface shall be given a uniform application of tack coat using materials and rates herein specified and/or as shown on the plans. The tack coat shall be rolled with a pneumatic tire roller as necessary.

6.4. Transporting Asphalt Concrete. The asphalt mixture shall be hauled to the job site in tight vehicles previously cleaned of all foreign matter. In cool weather or for long hauls, canvas covers and insulated truck beds may be necessary. The inside of the bed may be given a light coating of lime water or other suitable release agent necessary to prevent from adhering. Diesel oil is not allowed.

6.5. Placing. The asphalt mixture shall be spread on the approved prepared surface with a laydown machine or other approved equipment in such a manner that when properly compacted, the finished surface will be smooth and of uniform density, and meet the requirements of the typical cross section as shown on the plans.

6.5.1. Flush Structures. Adjacent to flush curbs, gutters, liners and structures, the surface shall be finished uniformly high so that when compacted, it will be slightly above the edge of the curb and flush structure.

6.5.2. Construction joints of successive courses of asphaltic material shall be offset at least six inches. Construction joints on surface courses shall coincide with lane lines, or as directed by the Engineer.

6.6. Compacting. The asphalt mixture shall be compacted thoroughly and uniformly with the necessary rollers to obtain the required density and surface tolerances herein described and any requirements as shown on the plans. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 degrees F.

6.7. In-Place Density. In-place density control is required for all mixtures except for thin, irregular level-up courses. Material should be compacted to between 96% and 92% of maximum theoretical density or between 4% and 8% air voids. Average density shall be greater than 92% and no individual determination shall be lower than 90%. Testing shall be in accordance with TxDOT Test Methods TEX-207-F and TEX-227-F.

Pavement specimens, which shall be either cores or sections of the compacted mixture, will be tested as required to determine the percent air voids. Other methods, such as nuclear determination of in-place density, which correlate satisfactorily with actual project specimens may be used when approved by the Engineer.

6.8. Thickness. The total compacted average thickness of the combined HMAC courses shall not be less than the amount specified on the drawings. No more than 10% of the measured thickness(es) shall be more than 1/4 inch less than the plan thickness(es). If so, the quantity for pay shall be decreased as deemed appropriate by the Engineer.

6.9. Surface Smoothness Criteria and Tests. The pavement surface after compaction, shall be smooth and true to the established lines, grade and cross-section. The surface shall be tested by the County with the Mays Roughness Meter. The Mays Roughness Value for each 600-foot section shall not exceed ninety inches per mile per traffic lane.

Localized defects (obvious settlements, humps, ridges, etc.) shall be tested with a ten-foot straightedge placed parallel to the roadway centerline. The maximum deviation shall not exceed 1/8 inch in ten feet. Areas not meeting this criteria shall be corrected to the satisfaction of the Engineer.

Pavement areas having surface irregularities, segregation, raveling or otherwise deemed unacceptable by the Engineer shall be removed and replaced by the Contractor in manner approved by the Engineer, at no additional cost to the County.

6.10. Opening to Traffic. The pavement shall be opened to traffic when directed by the Engineer. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to the public will be subject to the State laws governing traffic on highways.

If the surface ravels, it will be the Contractor's responsibility to correct this condition at his expense.

7. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay, but shall be subsidiary to the project.

END OF SECTION

SECTION 02 58 02

TEMPORARY TRAFFIC CONTROLS DURING CONSTRUCTION

PART 1 GENERAL

1.01 DESCRIPTION

A. This specification shall govern all work required for Temporary Traffic Controls during construction. The work shall include furnishing, installing, moving, replacing, and maintaining all temporary traffic controls including, but not limited to, barricades, signs, barriers, cones, lights, signals, temporary detours, temporary striping and markers, flag-men and such temporary devices and relocation of existing signs and devices as necessary to safely complete the project.

PART 1 PRODUCT

2.01 MATERIALS

A. Traffic control devices shall conform to the latest edition of Texas Manual on Uniform Traffic Control Devices, unless indicated otherwise, in the Traffic Control Plans.

PART 1 EXECUTION

3.01 METHODS

A. Sufficient traffic control measures shall be used to assure a safe condition and to provide a minimum of inconvenience to motorists.

B. If not provided in the drawing, The Traffic Control Plan (TCP) shall be provided by the Contractor and submitted to the Engineer for approval, prior to construction.

C. A competent person, responsible for implementation of the TCP and for traffic safety, shall be designated by the Contractor.

D. The name and off-hours phone number of the competent person shall be provided in writing at the Pre-Construction Conference.

E. The competent person shall be on site, during working hours and on call in the event of off-hour emergency.

PART 1 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

A. If included as a bid item in the Proposal, Temporary Traffic Controls shall be measured and pay as lump sum. Payment shall include, but not be limited to, furnishing, installing, moving, replacing, and maintaining all temporary traffic controls including, but not limited to, barricades, signs, barriers, cones, lights, signals, temporary striping and markers, flag-men and such temporary devices and relocation of existing signs and devices and all materials, labor, equipment, and incidentals necessary to provide a safe condition and to complete the work.

B. Payment shall be made on the following basis: the initial monthly estimate will include 50% of the lump sum bid minus retention (typically 5%). The balance will be paid with the final estimate, upon completion of the project.

SECTION 31 10 00

PREPARING RIGHT-OF-WAY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preparation of project rights-of-way for construction operations by the removal, stockpiling, and disposal of obstructions. Work in this Section shall also include the removal of trees and shrubs and other landscape features not designated for preservation, stumps, curb and gutter, ramp driveways, roadway, paved parking areas, miscellaneous stone, brick, concrete, sidewalks, drainage and irrigation structures, manholes, inlets, abandoned railroad tracks, roadway guard rails, posts, cabling, and associated hardware, scrap iron, all rubbish and debris whether above or below ground except live utility facilities.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for Preparation of Right-Of-Way is on 100-foot station. This price shall be full compensation for all authorized excavation; for undercutting subgrade and reworking or replacing the undercut material; for all hauling; for all work required for disposal of material not used elsewhere on the project and for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work. Include cost in base unit prices for Preparation Right-Of-Way for the work described in this Section.

2. Refer to Bid Form.

B. Reserved.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Identify required lines, levels, and datum –.

B. Notify utility companies of intended construction.

C. Identify and flag surface and aerial utilities.

D. Identify, stake, and flag known utility locations below grade.

E. Upon discovery of unknown or concealed conditions, discontinue work. Notify Resident Project Representative and obtain instructions before proceeding in such areas.

F. Upon discovery of unknown or concealed conditions, discontinue work. Notify Resident Project Representative.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Trees, shrubs, lawns, existing structures, and other features outside of grading limits.

2. Utilities either above or below grade, which are to remain.

3.03 CLEARING

A. Conform to the requirements of the following.

B. In areas receiving embankment, remove obstructions not designated for preservation to **two-feet (2')** below natural ground.

C. In areas to be excavated, remove obstructions to **two-feet (2')** below the excavation level.

D. In all other areas, remove obstructions to **one-foot (1')** below natural ground.

3.04 STORM DRAINAGE AND IRRIGATION FACILITIES

A. Remove designated culverts, storm sewers, manholes, inlets, irrigation pipes, and irrigation control structures in proper sequence to maintain traffic, drainage, irrigation.

B. The remaining ends of all storm sewers, culverts, and conduits designated to be abandoned shall be plugged with an adequate quantity of concrete to form a tight closure.

3.05 EXCAVATION

A. Excavation shall include all materials encountered regardless of their nature or of the manner in which they are removed

B. Holes remaining after the removal of obstructions, objectionable material, trees, shrubs, etc., shall be backfilled and tamped in accordance with industry standards.

3.06 COMPLETION

A. Contractor shall complete the operation of preparing right-of-way by blading, bulldozing, or other approved method(s), such that the prepared rights-of-way shall be free of holes, ditches, and other abrupt changes in elevation or irregularities of contour.

3.06 SURPLUS MATERIALS

A. All materials in excess of that required for completion of the Work as specified in other Sections or designated as debris, shall be considered surplus and become the property of the Contractor and shall be removed from the right-of-way. Disposal operations shall be in accordance with Section 01 57 60 – Waste Material Disposal.

SECTION 31 33 90

SPRINKLING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Item shall govern for the authorized application of water for dust control, earthwork or base construction as required by the drawings and specifications or as directed by the Resident Project Representative.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. The work performed and materials furnished in accordance with this Section, will not be paid for directly but will be considered subsidiary to the various bid items of the contract. This price shall be full compensation for all costs in connection with furnishing the water; for all costs in connection with furnishing and operating approved sprinklers and all necessary measuring devices; and for applying the water as directed, including all hauling, equipment, tools, materials, labor, and incidentals necessary to complete the work.

B. Reserved.

PART 2 PRODUCTS

2.01 WATER

A. Water shall be furnished by the Contractor and shall be clean and free from industrial wastes and other objectionable matter.

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS.

A. The Contractor shall furnish and operate approved sprinklers equipped with positive and rapidly working cut-off valves and approved spray bars which will insure the distribution of water in a uniform and controllable rate of application. The Contractor shall apply the water in the required quantity where shown on drawings or as directed by the Resident Project Representative.

SECTION 32 71 40

FLEXIBLE BASE COURSE FOR ROADWAY BASE, TEMPORARY ROADS, DETOURS, SHOULDERS, AND DRIVEWAYS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Item shall govern for the delivery, stockpiling and/or the construction of foundation or base courses as herein specified and in conformity with the typical sections and to the lines and grades shown on the drawings or established by the Resident Project Representative.

1.02 MEASUREMENT AND PAYMENT

A. Measurement. This Item will be measured by Measurement:

1. Measurement will be by the cubic yard in the completed and accepted final position. The volume of base course will be computed in place between the original subgrade or subbase surfaces, and the lines, grades and slopes of the accepted base course as shown on the drawings by the method of average end areas. Measurement is plan quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal. No payment will be made for thickness or width exceeding that shown on the typical section or provided on the drawings.

B. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under measurement will be paid for at the unit price bid for "Roadway Flex Base (Ty E GR4)" of the type, grade and measurement class specified on the drawings. This price shall be full compensation for securing and furnishing all materials, including royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials; for all hauling and delivering and for all manipulations; sprinkling; for rolling, except for proof rolling; sprinkling for dust control, for labor, tools and incidentals necessary to complete the work except as follows:

1. When the drawings specify "Roadway Flex Base (Ty E GR4)", the unit price bid shall be full compensation for shaping and fine grading the roadbed; and for spreading, mixing, blading, compacting, shaping, finishing, and curing the base material.

1.03 REFERENCES

A. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.

B. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

C. ASTM D 1557 - Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 10 lb Rammer and 18" Drop.

D. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D 361 - Test Method for Water Content of Soils and Rock in Place by Nuclear Methods (shallow depth).

F. ASTM D 3017 - Test Method for Water Content of Soils and Rock in Place by Nuclear Methods.

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. TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01300 - Submittal Procedures.

B. Submit samples of flexible base course and soil binder for testing.

1.05 TESTS

A. Testing of flexible base materials shall be in accordance with the following Texas Department of Transportation standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Bar Linear Shrinkage	Tex-107-E, Part II
Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Roadway Density	Tex-115-E
Wet Ball Mill	Tex-116-E
Triaxial Tests	Tex-117-E
	(Part I or II as selected by the Engineer)
Particle Count	Tex-460-A, Part I

Samples for testing the base material for triaxial class, soil constants, gradation and wet ball mill will be taken prior to the compaction operations.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Provide materials from stockpiles that are protected during storage from contaminates that would be detrimental to the flexible base course.

B. Load materials from same area of stockpile to maintain uniformity of each successive delivery to the project site.

C. Roadway Delivery. It shall be the responsibility of the Contractor to deliver the required amount of base material to each 100 foot station. All processing or manipulations will be in accordance with the applicable bid items.

D. Stockpile Delivery. It shall be the responsibility of the Contractor to prepare the stockpile site, to provide and deliver the required amount of base material to the designated stockpile site and to construct the stockpile. Unless otherwise shown on the drawings, the stockpile shall not be less than ten (10) feet in height and shall be made up of layers not to exceed two (2) feet in thickness.

PART 2 PRODUCTS

2.01 MATERIALS

A. The flexible base material shall be crushed or uncrushed as necessary to meet the requirements herein, and shall consist of durable coarse aggregate particles and binding materials.

B. ~~General. When off-right-of-way sources are involved, the Contractor's attention is directed to Section 01 14 50 – Use of Premises and Section 01 74 00 – Restoration of Site Improvements.~~

C. Physical Requirements.

1. All types shall meet the physical requirements for the specified grade(s) as set forth in Table 1.

2. Additives, such as, but not limited to, lime, cement or fly ash, shall not be used to alter the soil constants or strengths shown in Table 1, unless otherwise shown on the drawings.

3. Unless otherwise shown on the drawings, the base material shall have a minimum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II.

4. The flexible base shall be one of the following types, as follows:

   a. Type A. As shown on the drawings. Type A material shall be crushed stone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

   b. Type B. Type B material shall be crushed or uncrushed gravel.

   c. Type C. Type C material shall be crushed gravel. Unless otherwise shown on the drawings, crushed gravel shall have a minimum of 60 percent of the particles retained on the No. 4 sieve with two (2) or more crushed faces as determined by Test Method Tex-460-A, Part I.

   d. Type D. As shown on the plans.

TABLE 1
PHYSICAL REQUIREMENTS

GRADE 1	GRADE 2	GRADE 3
Triaxial Class 1: Min. compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	Triaxial Class 1 to 2.3: Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	Triaxial Class - Unspecified
Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No. 40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35	Max LL 40	Max LL 40
Max PI 10	Max PI 12	Max PI 12
Wet Ball Mill Max 40	Wet Ball Mill Max 45	Wet Ball Mill Max 50
Max increase in passing No. 40 20	Max increase in passing No. 40 20	Max increase in passing No. 40 20

GRADE 4	GRADE 5	GRADE 6
Triaxial Class – Unspecified Master Grading 1-3/4" 0 No. 4 45-75 No. 40 50-85 Max LL 40 Max PI 12	Triaxial Class – Unspecified Master Grading 1-3/4" 0 No. 40 50-85 Max LL 40 Max PI 12	As Shown on the Drawings

Notes:

1. Gradation requirements are percent retained on square sieves.
2. When a magnesium soundness value is shown on the drawings the material will be tested in accordance with Test Method Tex-411-A.
3. When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Texas Department of Transportation Standard Specifications For Constructiono of Highways, Streets, and Bridges, Item 303, "Aggregate for Surface Treatment (Lightweight)".

D. Pilot Grading. When pilot grading is required on the drawings, the flexible base shall not vary from the designated pilot grading of each sieve size by more than five (5) percentage points. However, the flexible base grading shall be within the master grading limits as shown in Table 1. The pilot grading may be varied by the Resident Project Representative as necessary to insure that the base material produced will meet the physical requirements shown in Table 1.

E. Unless otherwise shown on the drawings, the limits establishing reasonably close conformity with the specified gradation and plasticity index are defined by the following:

1. Gradation. The Resident Project Representative may accept the material, providing not more than one (1) out of the most recent five (5) consecutive gradation tests performed are outside the specified limits for master grading or pilot grading, as applicable, on any individual sieve by no more than five (5) percentage points.

2. Plasticity Index. The Resident Project Representative may accept the material providing not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

F. Material Sources.

1. The flexible base material shall be furnished by the Contractor. When a non-commercial source is utilized, it shall be opened in such manner as to immediately expose the vertical faces of all the various strata of acceptable material. Unless otherwise approved by the Resident Project Representative, the material shall be secured and processed by successive vertical cuts extending through all of the exposed strata.

2. Unless otherwise shown on the drawings, the flexible base material shall be temporarily stockpiled prior to delivery to the roadway. Unless other- wise shown on the drawings, the stockpile shall not be less than 10 feet in height and shall be made up of layers not greater than two (2) feet in thickness. After a sufficient stockpile has been constructed the Contractor may proceed with loading from the stockpile for delivery. In loading from the stockpile for delivery, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

3. When temporary stockpiles are to be tested for acceptance prior to delivery to its intended use, any stockpile that has been sampled and accepted shall not have material added or removed unless otherwise approved by the Resident Project Representative. The Contractor will be charged for additional sampling and testing required as a result of material being removed from

a previously approved stockpile without the approval of the Resident Project Representative. Such charges will be deducted from the Contractor's estimates.

4. Blending of materials from more than one (1) source to produce Type B, C or D flexible base will be allowed when approved by the Resident Project Representative.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted subgrade is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Complete backfill of new utilities below future grade.

B. Prior to delivery of the base material, the subgrade or existing roadbed shall be shaped to conform to the typical sections, shown on the drawings or established by the Resident Project Representative. This work shall be done in accordance with requirements of, Section 022040 – Street Excavation, Section 025210 - Lime Stabilization, as appropriate.

C. Soft spots shall be corrected as directed by the Resident Project Representative.

D. Correct subgrade deviations in excess of plus or minus 1/2 inch in cross section, or in 16 foot length by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling.

E. Prepare sufficient subgrade in advance of base course operations.

3.03 PLACEMENT

A. First Course.

1. It shall be the responsibility of the Contractor to deliver the required amount of base material to each 100 foot station. Spread and shape in lifts to compacted thickness not to exceed 6 inches in depth Base material shall be spread uniformly and shaped the same day as delivered. In the event inclement weather or other unforeseen circumstances render this impractical, the material shall be shaped as soon as practical.

2. Prior to compacting the flexible base, the flexible base material shall be bladed and shaped to conform to the typical sections as shown on the drawings. All areas of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the Resident Project Representative and at the Contractor's expense.

3. The Contractor shall sprinkle for dust control as directed by the Resident Project Representative.

B. Succeeding or Finish Courses. Construction methods shall be the same as required for the first course. Throughout this entire operation, the shape of each course shall be maintained by blading. Upon completion, the surface shall be smooth and in conformity with the typical section as shown on the drawings and the established lines and grades. Prior to placing the surfacing on the completed base, the base shall be cured to the extent directed by the Resident Project Representative.

C. Compaction Method.

1. The flexible base shall be compacted by "Density Control" as shown on the drawings. Water used for compaction shall conform to the material requirements of Section 31 33 90 -Sprinkling.

2. The flexible base shall be sprinkled as required and compacted to the extent necessary to provide not less than 100 percent density as determined by Test Method Tex-113-E, unless otherwise shown on the drawings. After each section of flexible base is completed, tests as

necessary will be made by the Resident Project Representative in accordance with Test Method Tex-115-E. When the material fails to meet the density requirements, or it loses the required moisture, stability, density or finish before the next course is placed or the project is completed, it shall be reworked and retested in accordance with Section 3.03 Placement.

D. Reworking a Section. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be reworked, recompacted and refinished at the sole expense of the Contractor.

E. Thickness Measurement. When the measurement is by the square yard, the flexible base will be measured for depth in units of 4000 square yards, or fraction thereof. The measurements will be at location(s) determined by the Engineer and performed in accordance with Test Method Tex-140-E. In any unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping, recompacting and refinishing at the Contractor's expense.

3.04 TOLERANCES

A. Tolerances shall conform to the following:

1. Density Tolerances. The Resident Project Representative may accept the work providing not more than one (1) out of the most recent five (5) consecutive density tests performed is below the specified density, and providing that the failing test is no more than three (3.0) pounds per cubic foot below the specified density.

2. Grade Tolerances. In areas on which surfacing is to be placed, any deviation in excess of 1/4 inch in cross section or 1/4 inch in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling.

3.05 FIELD QUALITY CONTROL

A. Testing will be performed by County as they see fit. Contractor is required to pay for any failed tests.

B. A minimum of one core will be taken at random locations per 1,000 linear feet per lane of roadway or 500 square yards of base to determine in-place depth.

C. Contractor may, at his own expense, request additional cores in the vicinity of cores indicating nonconforming in-place depths. If the average of the tests falls below the required depth, place and compact additional material at no additional cost to the owner.

D. Compaction Testing will be performed in accordance with ASTM D 1556 or ASTM D 2922 and ASTM 3017 at a random location near each depth determination core. Rework and recompact areas that do not conform to compaction requirements.

E. Fill cores and density test sections with new compacted flexible base.

3.06 PROTECTION

A. Restrict construction traffic on finished base to equipment required to complete the work.

SECTION 32 92 10

HYDROMULCH SEEDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Restoration of all areas disturbed by construction, except lawns and pavement areas, shall be by Hydromulch Seeding.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No direct payment for hydromulch seeding is provided. This item is subsidiary to other work.

2. Reserved.
SUBMITTALS

1.03

A. Submit certification from supplier that each type of seed conforms to these specifications and the requirements of the Texas Seed Law. Certification shall accompany seed delivery.

B. Submit a certificate stating that fertilizer complies with these specifications and the requirements of the Texas Fertilizer Law.

PART 2 PRODUCTS

2.01 MATERIALS

A. Topsoil: Re-utilize existing topsoil.

B. Seed: Conform to U.S. Department of Agriculture rules and regulations of the Federal Seed Act and the Texas Seed Law. Seed shall be certified 90 percent pure and furnish 80 percent germination and meet the following requirements:

1. Rye: Fresh, clean, Italian rye grass seed (lollium multi-florum), mixed in labeled proportions. As tested, minimum percentages of impurities and germination must be labeled. Deliver in original unopened containers.

2. Bermuda: Extra-fancy, treated, lawn type common bermuda (Cynodon dactylon). Deliver in original, unopened container showing weight, analysis, name of vendor, and germination test results.

3. Wet, moldy, or otherwise damaged seed will not be accepted.

4. Seed requirements, application rates, and planting dates are:

MIX	APPLICATION RATE POUNDS/ACRE	PLANTING DATE
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88	20 20	Jan 1 to Mar 31
Hulled Common Bermuda Grass 98/88	40	Apr 1 to Sep 30
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88 Annual Rye Grass (Gulf)	20 20 20	Oct 1 to Dec 31

C. Fertilizer: Dry and free flowing, inorganic, water soluble commercial fertilizer, which is uniform in composition. Deliver in unopened containers which bear the manufacturers guaranteed analysis. Caked, damaged, or otherwise unsuitable fertilizer will not be accepted. Fertilizer shall contain minimum percentages of the following elements:

1. Nitrogen: 10 Percent
2. Phosphoric Acid: 20 Percent
3. Potash: 10 Percent

D. Mulch:

1. Virgin wood cellulose fibers from whole wood chips having a minimum of 20 percent fibers 0.42 inches in length and 0.01 inches in diameter.
2. Cellulose fibers manufactured from recycled newspaper and meeting the same fiber content and size as for cellulose fibers from wood chips.
3. Mulch shall be dyed green for coverage verification purposes.

E. Soil Stabilizer: "Terra Tack 1" or approved equal.

F. Weed control agent: Pre-emergent herbicide for grass areas, such as "Benefin," or approved equal.

PART 3 EXECUTION

3.01 PREPARATION

A. Place and compact topsoil in accordance to industry standards.

B. Dispose of Objectionable and Waste Materials in accordance with Section 01 57 60 - Waste Material Disposal.

3.02 APPLICATION

A. Seed: Apply uniformly at rates given in Paragraph 2.01 B for type of seed and planting date.

B. Fertilizer: Apply uniformly at a rate of 500 pounds per acre.

C. Mulch: Apply uniformly at a rate of 50 pounds per 1000 square feet.

D. Soil Stabilizer: Apply uniformly at a rate of 40 pounds per acre.

E. Weed Control Agent: Apply at manufacturer's recommended rate prior to hydromulching.

F. Suspend operations under conditions of drought, excessive moisture, high winds, or extreme or prolonged cold.

3.03 MAINTENANCE

A. Maintain grassed areas a minimum of 90 days, or as required to establish an acceptable turf. For areas seeded in the fall, continue maintenance the following spring until an acceptable turf is established.

B. Maintain grassed areas by watering, fertilizing, weeding, and trimming.

C. Repair areas damaged by erosion by regrading, rolling and replanting.

AI-59424 **Purchasing Department** **18. D. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

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 required for Precinct No. 2 "ON CALL" Projects (on an as needed basis):

	L&G CONSULTING ENGINEERS	HINOJOSA ENGINEERING, INC.	JAVIER HINOJOSA ENGINEERING
EVALUATOR NO. 1	98	97	95
Ranking			

c. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of _____ for professional engineering services required for Precinct No. 2 "ON CALL" Projects (on an as needed basis).

BACKGROUND

Carlos Jasso is the grader.

And as per legal the no conflict disclosure form is not required. If a conflict does exist then we are required to disclose.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

Pct 2 will identify account number upon approval of contract

Attachments

SCORING GRID

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/13/2017 02:08 PM
Budget & Management	Veronica Ortiz	04/13/2017 02:22 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Rocio Villarreal Started On: 04/13/2017 11:50 AM

Final Approval Date: 04/13/2017

HIDALGO COUNTY PRECINCT NO 2

FOR

On-Call Prof. Engineering Services
Scoring & Evaluation
GRID

Total Scores	**L&G Consulting Engineers**	**Hinojosa Engineering, Inc.**	**Javier Hinojosa Engineering**
Evaluator# 1	98	97	95
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-59423 **Purchasing Department** **18. D. 2.**

CC - REGULAR

Meeting Date: 04/18/2017

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 services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with geo-technical and construction material testing services required for Precinct No. 2 Projects (on an as needed basis):

	L&G Consulting Engineers, Inc.	Millennium Engineers Group	Raba Kistner, Inc.
EVALUATOR No. 1	97	95	93
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm of _____for geo-technical and construction material testing services (on call as needed basis) Pct. 2 .

BACKGROUND

Carlos Jasso is the grader.

And as per legal the no conflict disclosure form is not required. If a conflict does exist then we are required to disclose.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:**

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

BUDGETARY IMPACT:

Pct 2 will identify account number upon contract approval.

On an as needed basis

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/13/2017 02:06 PM
Budget & Management	Veronica Ortiz	04/13/2017 02:07 PM
Merlen P. Munoz	Merlen P. Munoz	04/13/2017 03:00 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Rocio Villarreal Started On: 04/13/2017 11:41 AM

Final Approval Date: 04/13/2017

HIDALGO COUNTY PRECINCT NO 2

FOR

Construction Materials & Geo Technical Testing Services

Scoring & Evaluation

GRID

Total Scores	**L&G Consulting Engineers, Inc.**	**Millennium Engineers Group**	**Raba Kistner, Inc.**
Evaluator# 1	97	95	93
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-59387 **Purchasing Department** **18. D. 3.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to CMAR statute [two-step method] and procurement packet, presentation of scoring grid (for the purpose of ranking by CC) of responses received and evaluated in connection with RFQ No. 2016-406-HGO - "Construction Manager at Risk for the Palmer Pavilion - Les Gilmore Kitchen Renovations":

	Holchemont	Erickson
Evaluator #1	50	58
Evaluator #2	49	58
Evaluator #3	51	57
Overall Rating Step 1	37	40
Total	187	213

B. Authority for the Purchasing Department along with project engineer and Pct. to commence negotiations with the No. 1 ranked firm of _____.

BACKGROUND

Armando Garza, Jr,, Carlos Del Angel, and Erika Zamora are the graders.

And as per legal the no conflict disclosure form is not required. If a conflict does exist then we are required to disclose.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact must be addressed at the time final negotiated contract is placed on agenda for award.

Attachments

Tabulation
Specs - Pg 6

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/13/2017 02:01 PM
Budget & Management	Veronica Ortiz	04/13/2017 02:04 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Heidi Ortiz		Started On: 04/12/2017 03:53 PM
Final Approval Date: 04/13/2017		

Construction Manager at Risk
Palmer Pavilion – Les Gilmore Kitchen Renovation
Step 2 Evaluations

CRITERIA	HOLCHEMONT	ERICKSON
Cost Fee	20	24
Project Plan	25	30
Interviews	105	119
Overall Rating Step 1	37	40
Total	187	213

RFQ/RFP No. 2016-406-01-11-HGO

TWO STEP PROCESS

REQUEST FOR QUALIFICATIONS (RFQ)
REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGER AT RISK (CMAR)
FOR
PALMER PAVILION – LES GILMORE KITCHEN RENOVATIONS

PRE-PROPOSAL CONFERENCE:
STRONGLY RECOMMENDED
Tuesday, December 27, 2016 @ 2:00 PM
Palmer Pavilion – Les Gilmore Kitchen
301 E. Hackberry
McAllen, Texas 78501

QUESTIONS DUE:
Wednesday, December 28, 2016 @ 5:00 PM

ANSWERS DUE:
Friday, January 6, 2017 @ 5:00 PM

PROPOSAL DUE DATE:
Wednesday, January 11, 2017 @ 9:30 AM

Hidalgo County Purchasing Department
Attn: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

In Step-One, the County will be evaluating the information submitted by the proposers on the basis of established selection criteria as a process to rank each submittal. Proposals will be evaluated by an Evaluation Committee consisting of representatives selected by Hidalgo County Commissioners Court. For clarification purposes, additional information may be obtained from some or all of the responding firms. The evaluation committee's scores will be consolidated to identify the top five (5) firms susceptible of advancing to Step Two of the RFQ/RFP process.

In Step-Two, the short-listed Proposers will be asked to submit additional information for the project as described in the following sections. Further information will be provided regarding the information required for Step-Two but generally includes submission of a written project plan, fees and estimated general conditions costs, and participation in interviews with the evaluation committee. The County will evaluate the Proposers and begin clarifications during this stage. Information about Step-Two is included for reference only. DO NOT SUBMIT STEP TWO MATERIALS WITH YOUR PROPOSAL.

Following Step Two, the evaluation committee will then submit their recommendation(s) of the highest ranked Proposer for the project to the Commissioners Court for their approval and authorization to proceed with contract negotiations.

The County will begin negotiations with highest ranked Proposer for the project. If the County and highest ranked Proposer cannot reach an agreement, negotiations will be terminated and the County will begin negotiations with the next highest ranked Proposer. Upon the conclusion of successful negotiations, staff will recommend an award of the project to Commissioners Court.

The RFQ/RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the evaluation criteria outlined in the solicitation.

All proposals shall be reviewed by the RFQ/RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFQ/RFP.

Submission of qualification indicates Proposer's acceptance of the evaluation techniques and the recognition that judgments must be made by the County during the evaluation process.

Hidalgo County reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFQ/RFP Coordinator. Proposers are prohibited from contacting the Evaluation Committee members directly.

The County may also modify the RFQ/RFP prior to the date and time fixed for submission of offers by the issuance of an addendum. All addenda will be numbered consecutively beginning with 1.

Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable State laws and regulations.

Procurement Schedule: The following are the critical dates that apply to this procurement. The County will make every effort to adhere to the schedule below. However, the County

AI-59292 **Purchasing Department** **18. E. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: William Lovelace, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of submitted proposal and approval to award job order contractor, Herrcon LLC through HC membership/participation with Buyboard Cooperative JOC Contract #520-16 for and through submitted: 1) Requisition #339674 - $25,437.21-Repair of the Dock; and, 2) Requisition #339675 - $59,169.79-Repair of the Pavilion at Pct. #'s 3 Anzalduas Park and processing of Purchase Orders for same.

BACKGROUND

Approval of proposed project will satisfy repair and remodeling renovations at Anzalduas Park located in Mission, Texas.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-452-00-123-008-0-430

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

BUDGETARY IMPACT:

Requisitions submitted reflect the fiscal impact. #339674, #339675

Attachments

Price Quote-339674
Verification-339674
1295-339674
Price Quote-339675
Verification-339675
1295-339675
req
req

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/12/2017 10:48 AM
Budget & Management	Veronica Ortiz	04/12/2017 11:08 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: William Lovelace Started On: 04/07/2017 08:34 AM
Final Approval Date: 04/13/2017

Reg # 339674

V 4133357

Herrcon

BuyBoard Cooperative Purchasing

1333 E. Jasmine Ave. - McAllen, TX 78501

JOC Contract - 520-16

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY - Pct 3 Date: 3/23/2017

Project: Anzalduas Park Dock Repairs

Location: Anzalduas Park - Mission, TX

Project Summary:	Repair dock due to decay of wood bracing and support.
Order Calculation Criteria:	Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2017 Qtr 1

Averages based on quantity and unit prices from RS Means			$ 28,158.75
Competitive Bid Coefficient	0.89	X	
			$ 25,061.29
Adjustments			
			$ 25,061.29
Permits & Fees			$
			$ 25,061.29
Architectural & Engineering Fees			$
			$
			25,061.29
Payment Bond			$
			$ 375.92
	Delivery Order Request Quote		$ 25,437.21

Gilbert Herrera — 3/23/17 Date

ADA provide curb ramp

Cost Estimate Report

Hidalgo County - Pct 3

Mission, Texas

South Mission

Date: 03/23/2017

Anzalduas Park Dock Repairs

Year 2017 Quarter 1

Unit Detail Report

Prepared By: Gilbert Herrera HERRCON LLC

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
013113200260	Field personnel, superintendent, average	3.00	Week	$3,625.00	$10,875.00
015423804000	Staging aid/fall protection equipment, nylon full body harness, lanyard & rope grab, buy	3.00	Ea.	$203.80	$611.40
015626500100	Temporary fencing, chain link, 6' high, 11 ga	200.00	L.F.	$6.35	$1,270.00
Division 01	**General Requirements Subtotal**				**$12,756.40**
Division 06	**Wood, Plastics, and Composites**				
060505100120	Selective demolition, wood framing, timber connector, large, nailed	236.00	Ea.	$5.81	$1,371.16
060505100120	Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.70	$164.54
060505103490	Selective demolition, wood framing, fascia boards, 2" x 6"	2,616.00	L.F.	$0.62	$1,621.92
060505103490	Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.07	$194.63
061110280360	Porch or deck framing, treated lumber, railings and trim, 1" x 4"	200.00	L.F.	$1.74	$348.00
061110280380	Porch or deck framing, treated lumber, railings and trim, 2" x 4"	200.00	L.F.	$1.79	$358.00
061110280390	Porch or deck framing, treated lumber, railings and trim, 2" x 6"	200.00	L.F.	$2.11	$422.00
061110280420	Porch or deck framing, treated lumber, decking, 2" x 6"	2,200.00	S.F.	$3.13	$6,886.00
061110280420	Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.23	$513.70
061110280470	Porch or deck framing, treated lumber, stair stringer, 2" x 12"	280.00	L.F.	$7.38	$2,066.40
Division 06	**Wood, Plastics, and Composites Subtotal**				**$13,946.35**
Division 07	**Thermal and Moisture Protection**				

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
072216103010	Roof deck insulation, fastening alternatives, coated screws, 4"	5,600.00	Ea.	$0.26	$1,456.00
Division 07	**Thermal and Moisture Protection Subtotal**				**$1,456.00**
Subtotal					**$28,158.75**
General Contractor's Markup on Subs				0.00%	**$0.00**
Subtotal					**$28,158.75**
General Conditions				0.00%	**$0.00**
Subtotal					**$28,158.75**
General Contractor's Overhead and Profit				0.00%	**$0.00**
Grand Total					**$28,158.75**

Zimbra **norma.ceballos@co.hidalgo.tx.us**

Fwd: Emailing: hc rev roof n dock d flores 20170324

From : Daniel Flores <daniel.flores@co.hidalgo.tx.us> Fri, Mar 24, 2017 04:07 PM
Subject : Fwd: Emailing: hc rev roof n dock d flores 20170324 1 attachment
To : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>

Norma,
The new quotes for Pavilion and dock repairs are attached, all seems to be in order please proceed with the requisition process.

From: "Gilbert Herrera" <gherrera1@rgv.rr.com>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Domingo Pequeno" <dpequeno0@gmail.com>, "Domingo Pequeno" <dpequeno@sbcglobal.net>
Sent: Friday, March 24, 2017 9:52:06 AM
Subject: Emailing: hc rev roof n dock d flores 20170324

Mr. Flores:

Attached please find the revised quotes for the Anzalduas Pavilion and Dock projects. The line item for the dumpster have been removed. Will you be sending a copy to Pct. 3? Please let us know if we need to address any other issue.

Thank You
Gilbert Herrera
Herrcon, LLC
956-330-5566

Your message is ready to be sent with the following file or link attachments:
hc rev roof n dock d flores 20170324

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

hc rev roof n dock d flores 20170324.pdf
3 MB

Cost Estimate Report

Hidalgo County

Mission, Texas, 78572

6400 Anzalduas Dam Rd

Date: 04/06/2017

Hidalgo County Pct 3

Year 2017 Quarter 1

Unit Detail Report

Prepared By: Purchasing Department Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
013113200260	Field personnel, superintendent, average	3.00	Week	$3,625.00	$10,875.00
015423804000	Staging aid/fall protection equipment, nylon full body harness, lanyard & rope grab, buy	3.00	Ea.	$203.80	$611.40
015626500100	Temporary fencing, chain link, 6' high, 11 ga	200.00	L.F.	$6.35	$1,270.00
Division 01	**General Requirements Subtotal**				**$12,756.40**
Division 06	**Wood, Plastics, and Composites**				
060505100120	Selective demolition, wood framing, timber connector, large, nailed	236.00	Ea.	$5.81	$1,371.16
060505100120	Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.70	$164.54
060505103490	Selective demolition, wood framing, fascia boards, 2" x 6"	2,616.00	L.F.	$0.62	$1,621.92
060505103490	Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.07	$194.63
061110280360	Porch or deck framing, treated lumber, railings and trim, 1" x 4"	200.00	L.F.	$1.74	$348.00
061110280380	Porch or deck framing, treated lumber, railings and trim, 2" x 4"	200.00	L.F.	$1.79	$358.00
061110280390	Porch or deck framing, treated lumber, railings and trim, 2" x 6"	200.00	L.F.	$2.11	$422.00
061110280420	Porch or deck framing, treated lumber, decking, 2" x 6"	2,200.00	S.F.	$3.13	$6,886.00
061110280420	Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.23	$513.70
061110280470	Porch or deck framing, treated lumber, stair stringer, 2" x 12"	280.00	L.F.	$7.38	$2,066.40
Division 06	**Wood, Plastics, and Composites Subtotal**				**$13,946.35**
Division 07	**Thermal and Moisture Protection**				

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
072216103010	Roof deck insulation, fastening alternatives, coated screws, 4"	5,600.00	Ea.	$0.26	$1,456.00
Division 07	**Thermal and Moisture Protection Subtotal**				**$1,456.00**
Subtotal					**$28,158.75**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$28,158.75**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$28,158.75**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$28,158.75**

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:
2017-189535

Date Filed:
04/07/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Herrcon, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

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.
#339674-Anzalduas Dock Repair
Repair dock due to wood decay

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.

STEVEN L. RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/21/2019
ID# 126800775

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gilbert Herrera, this the 7th day of April, 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
	Steven Rodriguez	Personal Banking Officer

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:
2017-189535

Date Filed:
04/07/2017

Date Acknowledged:
04/07/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Herrcon, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

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.

#339674-Anzalduas Dock Repair
Repair dock due to wood decay

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Herrcon

BuyBoard® Cooperative Purchasing

1333 E. Jasmine Ave. - McAllen, TX 78501

JOC Contract - 520-16

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY - Pct 3 **Date:** 4/7/2017

Project: Anzalduas Park Pavilion Reroof - Shingles

Location: Anzalduas Park - Mission, TX

Project Summary: Remove pavilion old shingles and install new shingles.

Order Calculation Criteria: Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2017 Qtr 1

Averages based on quantity and unit prices from RS Means			$ 69,435.08
Competitive Bid Coefficient	0.89	X	$ 61,797.22
Adjustments			
Customer Credit			$ -3,501.86
			$ 58,295.36
Permits & Fees			$
			$ 58,295.36
Architectural & Engineering Fees			$
			$
			58,295.36
Payment Bond			$
			$ 874.43
Delivery Order Request Quote			$ 59,169.79

Gilbert Herrera — 4/7/17 Date

Herrcon Original

Cost Estimate Report

Hidalgo County

Mission, TX, 78572

6400 Anzalduas Dam Rd

Date: 04/07/2017

Anzalduas Pavilion Re-roof

Year 2017 Quarter 1

Unit Detail Report

Prepared By: Gilbert Herrera HERRCON LLC

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
013113200260	Field personnel, superintendent, average	3.00	Week	$3,625.00	$10,875.00
Division 01	**General Requirements Subtotal**				**$10,875.00**
Division 05	**Metals**				
050519101430	Chemical anchor, 3/4" dia x 9-1/2" L, in concrete, brick or stone, incl layout, drilling, threaded rod & epoxy cartridge	24.00	Ea.	$52.40	$1,257.60
050521151960	Drilling holes in steel for anchors, up to 1/4" deep, 3/4" diameter, incl bit & layout, excludes anchor	192.00	Ea.	$8.28	$1,589.76
050521901800	Welding structural steel in field, 3 passes, 0.5 lb/LF, 3/8" thick, continuous fillet, down welding, type 6011	36.00	L.F.	$28.48	$1,025.28
050523102100	Bolt, hex head, plain steel, 5/8" dia x 10" L, A307, incl nut & washer	96.00	Ea.	$9.83	$943.68
051223650300	Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer	384.00	S.F.	$20.15	$7,737.60
Division 05	**Metals Subtotal**				**$12,553.92**
Division 06	**Wood, Plastics, and Composites**				
061110280400	Porch or deck framing, treated lumber, decking, 1" x 4"	600.00	S.F.	$3.99	$2,394.00
061636100307	Sheathing, plywood on roof, CDX, 3/4" thick, pneumatic nailed	1,200.00	S.F.	$1.56	$1,872.00
Division 06	**Wood, Plastics, and Composites Subtotal**				**$4,266.00**
Division 07	**Thermal and Moisture Protection**				
070505103125	Selective demolition, thermal and moisture protection, roofing, roofing felt, #30	120.00	Sq.	$11.58	$1,389.60
070505103170	Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	9,600.00	S.F.	$0.50	$4,800.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
070505104170	Selective demolition, thermal and moisture protection, roofing, ridge shingles, clay or slate	800.00	L.F.	$0.88	$704.00
073113100300	Asphalt shingles, standard, laminated multi-layered shingles, class A, 240-260 lb/sq	120.00	Sq.	$217.78	$26,133.60
073113100825	Asphalt shingles, #30 felt underlayment	120.00	Sq.	$19.06	$2,287.20
073113100900	Asphalt shingles, ridge shingles	800.00	L.F.	$3.84	$3,072.00
077119300300	Fascia, steel, galvanized & enameled, stock, long panels, excl. furring	300.00	S.F.	$9.48	$2,844.00
077143100400	Drip edge, galvanized, 5" wide	288.00	L.F.	$1.77	$509.76
Division 07 Thermal and Moisture Protection Subtotal					**$41,740.16**
Subtotal					**$69,435.08**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$69,435.08**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$69,435.08**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$69,435.08**

Cost Estimate Report

Hidalgo County

Mission, Texas, 78572

6400 Anzalduas Dam Rd.

Date: 04/07/2017

Hidalgo County Pct 3

Year 2017 Quarter 1

Unit Detail Report

Prepared By: Purchasing Department Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
013113200260	Field personnel, superintendent, average	3.00	Week	$3,625.00	$10,875.00
Division 01	**General Requirements Subtotal**				**$10,875.00**
Division 05	**Metals**				
050519101430	Chemical anchor, 3/4" dia x 9-1/2" L, in concrete, brick or stone, incl layout, drilling, threaded rod & epoxy cartridge	24.00	Ea.	$52.40	$1,257.60
050521151960	Drilling holes in steel for anchors, up to 1/4" deep, 3/4" diameter, incl bit & layout, excludes anchor	192.00	Ea.	$8.28	$1,589.76
050521901800	Welding structural steel in field, 3 passes, 0.5 lb/LF, 3/8" thick, continuous fillet, down welding, type 6011	36.00	L.F.	$28.48	$1,025.28
050523102100	Bolt, hex head, plain steel, 5/8" dia x 10" L, A307, incl nut & washer	96.00	Ea.	$9.83	$943.68
051223650300	Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer	384.00	S.F.	$20.15	$7,737.60
Division 05	**Metals Subtotal**				**$12,553.92**
Division 06	**Wood, Plastics, and Composites**				
061110280400	Porch or deck framing, treated lumber, decking, 1" x 4"	600.00	S.F.	$3.99	$2,394.00
061636100307	Sheathing, plywood on roof, CDX, 3/4" thick, pneumatic nailed	1,200.00	S.F.	$1.56	$1,872.00
Division 06	**Wood, Plastics, and Composites Subtotal**				**$4,266.00**
Division 07	**Thermal and Moisture Protection**				
070505103125	Selective demolition, thermal and moisture protection, roofing, roofing felt, #30	120.00	Sq.	$11.58	$1,389.60
070505103170	Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	9,600.00	S.F.	$0.50	$4,800.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
070505104170	Selective demolition, thermal and moisture protection, roofing, ridge shingles, clay or slate	800.00	L.F.	$0.88	$704.00
073113100300	Asphalt shingles, standard, laminated multi-layered shingles, class A, 240-260 lb/sq	120.00	Sq.	$217.78	$26,133.60
073113100825	Asphalt shingles, #30 felt underlayment	120.00	Sq.	$19.06	$2,287.20
073113100900	Asphalt shingles, ridge shingles	800.00	L.F.	$3.84	$3,072.00
077119300300	Fascia, steel, galvanized & enameled, stock, long panels, excl. furring	300.00	S.F.	$9.48	$2,844.00
077143100400	Drip edge, galvanized, 5" wide	288.00	L.F.	$1.77	$509.76
Division 07 Thermal and Moisture Protection Subtotal					**$41,740.16**
Subtotal					**$69,435.08**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$69,435.08**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$69,435.08**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$69,435.08**

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:
2017-189541

Date Filed:
04/07/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Herrcon, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

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.
339675-Anzalduas Pavilion Roof
Removal of old shingles on park pavilion and install new shingles.

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.

STEVEN L. RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/21/2019
ID# 126880776

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gilbert Herrera, this the 7th day of April, 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
	Steven Rodriguez	Personal Banking Officer

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:
2017-189541

Date Filed:
04/07/2017

Date Acknowledged:
04/07/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Herrcon, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

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.

339675-Anzalduas Pavilion Roof
Removal of old shingles on park pavilion and install new shingles.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Requisition

Req # 00339674

PO #

Date: 03/29/17

Bill To: x
x

Vendor : 433357
HERRCON, LLC
1333 E. JASMINE AVE., STE. B
MCALLEN TX 78501

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:
956-585-4509

Contract No: JOC Contract 520-1

Special Instructions:
Req#1012

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AI-59292, pending CC approval		
1.00	EACH			.00
3.00	EACH	Ln #013113200260 Field personnel, superintendent, average	3,625.00	10,875.00
3.00	EACH	Ln #015423804000 Staging aid/fall protection equipment, nylon full body harness, lanyard & rope grab, buy	203.80	611.40
200.00	EACH	Ln #015626500100 Temporary fencing, chain link 6' high. 11 ga	6.35	1,270.00
236.00	EACH	Ln #060505100120 Selective demolition, wood framing, timber connector, large, nailed	5.81	1,371.16
1.00	EACH	Ln #060505100120 Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	164.54	164.54
2616.00	EACH	Ln #060505103490 Selective demolition, wood frming, fascia boards, 2"x6"	.62	1,621.92
1.00	EACH	Ln #060505103490 Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	194.63	194.63
200.00	EACH	Ln #061110280360 Porch or deck framing, treated lumber, ralings and trim, 1"x4"	1.74	348.00
200.00	EACH	Ln #061110280380 Porch or deck raming, treated lumber, railings and trim, 2"x4"	1.79	358.00
200.00	EACH	Ln #061110280390 Porch or deck framing, treated lumber, railings and trim, 2"x6"	2.11	422.00
2200.00	EACH	Ln #061110280420 Porch or deck framing, treated lumber, decking, 2"x6"	3.13	6,886.00
1.00	EACH	Ln #061110280420 Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	513.70	513.70
280.00	EACH	Ln #061110280470 Porch or deck framing, treated lumber, stair stringer, 2"x12"	7.38	2,066.40

Authorized By: _____

Requisition

Req # 00339674

PO #

Date: 03/29/17

Bill To: x
x

Vendor : 433357
HERRCON, LLC
1333 E. JASMINE AVE., STE. B
MCALLEN TX 78501

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5600.00	EACH	Ln #072216103010 Roof deck insulation, fastening alternatives, coated screws, 4"	.26	1,456.00
1.00		Conpetitive Bid Coefficient X 0.89 (11%)	-3,097.46	-3,097.46
1.00		Payment Bond	375.92	375.92
		Account No	Encumbrance	
		7-1100-452-00-123-008-0-430	25,437.21	
			Freight	.00
			Total	25,437.21

Authorized By: _____

Requisition

Req # 00339675

PO #

Date: 03/29/17

Bill To: x
x

Vendor : 433357
HERRCON, LLC
1333 E. JASMINE AVE., STE. B
MCALLEN TX 78501

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:
956-585-4509

Contract No: Joc Contract 520-1

Special Instructions:
Req # 1013

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	EACH	Ln #013113200260 Field personnel, superintendent, average Remove pavilion old shingles and install new shingles. - Anzalduas Park Pavilion-	3,625.00	10,875.00
24.00	EACH	Ln #050519101430 Chemical anchor, 3/4" dia x 9-1/2 L, in concrete, brick or stone, incl layout, drilling, threaded rod & epoxy cartridge	52.40	1,257.60
192.00	EACH	Ln #050521151960 Drilling holes in steel for anchors, up to 1/4" deep, 3/4" diameter, incl bit & layout, excludes anchor	8.28	1,589.76
36.00	EACH	Ln #050521901800 Welding structural steel in field, 3 passes, 0.5 lb.LF, 3/8" thick, continuous fillet, down welding, type 6011	28.48	1,025.28
96.00	EACH	Ln #050523102100 Bolt, hex head, plain steel, 5/8" dia x 10" L, A307, incl nut & washer	9.83	943.68
384.00	EACH	Ln #051223650300 Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer	20.15	7,737.60
600.00	EACH	Ln #061110280400 Porch or deck framing, treated lumber, decking, 1" x 4"	3.99	2,394.00
1200.00	EACH	Ln #061636100307 Sheathing, plywood on roof, CDX, 3/4" thick, pneumatic nailed	1.56	1,872.00
120.00	EACH	Ln #070505103125 Selective demolition, thermal and moisture protection, roofing, roofing felt, #30	11.58	1,389.60
9600.00	EACH	Ln 070505103170 Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	.50	4,800.00
800.00	EACH	Ln #070505104170 Selective demolition, thermal and moisture protection, roofing, ridge shingles, clay or slate	.88	704.00
120.00	EACH	Ln #073113100300 Asphalt shingles, standard, laminated multi-layered shingles, class A, 240-260 lb/sq	217.78	26,133.60
120.00	EACH	Ln #073113100825 Asphalt shingles, #30 felt underlayment	19.06	2,287.20
800.00	EACH	Ln #073113100900 Asphalt shingles, ridge shingles	3.84	3,072.00
300.00	EACH	Ln #077119300300 Fascia, steel, galvanized & enameled, stock, long panels, excl. furring	9.48	2,844.00
288.00	EACH	Ln #077143100400 Drip edge, galvanized, 5" wide	1.77	509.76
1.00		Competitive Bid Coefficient X0.89 (11%)	-7,637.86	-7,637.86
1.00		Adjustments - Customer Credit	-3,501.86	-3,501.86
1.00		Payment Bond	874.43	874.43

Authorized By: _____

Requisition

Req # 00339675

PO #

Date: 03/29/17

Bill To: x
x

Vendor : 433357
HERRCON, LLC
1333 E. JASMINE AVE., STE. B
MCALLEN TX 78501

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Account No	Encumbrance	
		7-1100-452-00-123-008-0-430	59,169.79	
			Freight	.00
			Total	59,169.79

Authorized By: _____

AI-59359 **Purchasing Department** **18. E. 2.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

A. Requesting acceptance and approval of a Substantial Completion date of September 12, 2016 for the Mile 2 North Road Project Contract #14-153-02-17, IOC Company LLC.

B. As requested and instructed by HC Auditor's Office , acceptance and approval of heavy traffic days suspension of work as submitted by awarded Contractor. IOC Company, LLC [thru Contract #14-153-02-17] to L&G Engineering, project engineer including e-mail accounting for an additional three [3] days [through an oversight by engineer and not contractor] for Mile 2 North Road Project in connection with the attempt to impose/charge liquidated damages prior to processing invoices.

BACKGROUND

Fiscal Impact

Attachments

Letter - Substantial Completion

Contractor's Letters - Heavy Traffic Days

EMAIL-BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/12/2017 01:17 PM
Budget & Management	Veronica Ortiz	04/12/2017 01:28 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Norma Ceballos Started On: 04/11/2017 12:26 PM

Final Approval Date: 04/13/2017

L&G Engineering
Transportation Consultants

September 12, 2016

Mr. Oscar Cuellar, P.E.
IOC Company LLC.
9312 E. Curve Rd.
Edinburg, Texas 78542

Contract No. : C14-153-02-17
Construction Bid: $1,569,523.71
Hidalgo Pct. No. 3
Project: Mile 2 N Road
CSJ: 0921-02-323
From: La Homa Road to Moorefield Road
County: Hidalgo

RE: Substantial Completion – Pending Punch List Forthcoming

Dear Mr. Cuellar:

This is to inform you that all lanes are open to traffic and the project has been substantially completed pending punch list from L&G and TxDOT. L&G is in the process of developing a punch list which will be provided to you once list is complete. As per Jesus Noriega, TxDOT will provide a punch list once L&G's list has been addresses.

Please contact Mr. Ricardo Gallaga, P.E. (L&G Project Engineer) at (956) 585-1909 should you have any concerns or comments.

Sincerely,

Ricardo Gallaga Jr. P.E.
L&G Project Manager

Cc: Jesus Noriega, P.E., TxDOT Pharr Area Office PM

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 10 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Hidalgo County Mile 2 North Project

L & G Time Statement

CONTRACT ID **BID # 2014-153-07-16-YSS** **ESTIMATE** **17** **CONTRACTOR MONTHLY ESTIMATE**

CONTRACT TIME STATEMENT

WORK BEGIN DATE:	5/26/2015	ASSESSED LIQ DAMAGES:	0	
TIME CHARGES BEGIN:	5/25/2015	LIQ DAMAGE RATE:	$785.00	
BID DAYS:	120	LIQUIDATED DAMAGES:	0	
C. O. ADJUSTED DAYS:	37		DAYS AT	
CURRENT DAYS:	157		PER DAY	$785.00
DAYS CHARGED TO DATE:	157	TOTAL:	$0.00	
PHYSICAL WORK COMPLETE:	0			

DAILY BREAKDOWN

DATE OR DAYS	DAYS CHARGED	DAYS CREDITED	
9/1/2016		1	Unavailability of Change Order Material
9/2/2016		1	Unavailability of Change Order Material
9/3/2016		1	Saturday
9/4/2016		1	Sunday
9/5/2016		1	Unavailability of Change Order Material
9/6/2016		1	Unavailability of Change Order Material
9/7/2016		1	Unavailability of Change Order Material
9/8/2016		1	Unavailability of Change Order Material
9/9/2016		1	Unavailability of Change Order Material
9/10/2016		1	Saturday
9/11/2016		1	Sunday
9/12/2016		1	Work Completed
9/13/2016		1	Pending Punchlist
9/14/2016		1	Pending Punchlist
9/15/2016		1	Pending Punchlist
9/16/2016		1	Pending Punchlist
9/17/2016		1	Saturday
9/18/2016		1	Sunday
9/19/2016		1	Pending Punchlist
9/20/2016		1	Pending Punchlist
9/21/2016		1	Pending Punchlist
9/22/2016		1	Pending Punchlist
9/23/2016		1	Pending Punchlist
9/24/2016		1	Saturday
9/25/2016		1	Sunday
9/26/2016		1	Pending Punchlist
9/27/2016		1	Pending Punchlist
9/28/2016		1	Pending Punchlist
9/29/2016		1	Pending Punchlist
9/30/2016		1	Pending Punchlist
	0	30	

PERIOD SUMMARY

DATE OR DAYS	DAYS CHARGED	DAYS CREDITED
30	0	30
HOLIDAY		0
OTHER - SEE REMARKS		22
SATURDAY		4
SUNDAY		4

IOC
Company L.L.C.
9312 E. Curve Road, Edinburg, Texas 78542
956.380.2897 Office / 956.380.4085 Fax

Date: August 31, 2016

Mr. Ricardo Gallaga, P.E.
Project Engineer/Manager
L&G Engineering

RE: Project Name: Hidalgo County Mile 2 North Rd
CSJ: 0921-02-323
County: Hidalgo

Mr. Gallaga,

For the above referenced project, IOC Company, LLC would like request suspension of time due to substantial completion on the Mile 2 North Hidalgo County Project. We have completed all roadway items and the roadway is open to the traveling public. We would like to request an official punch list so we can address this and all pending items.

Should you have any questions or need any additional information, please contact our office at 956.380.2897. Thank you.

Respectfully,

Sky Cummings
Project Manager
IOC Company, LLC

IOC
Company L.L.C.
9312 E. Curve Road, Edinburg, Texas 78542
956.380.2897 Office / 956.380.4085 Fax

Date: May 27, 2016

Mr. Ricardo Gallaga, P.E
Project Engineer/Manager
L&G Engineering

RE:

Project:	City of Mission Mile 2
CSJ:	0921-02-323
County:	Hidalgo

Mr. Gallaga,

For the above referenced project, IOC Company, LLC would like to notify L&G Engineering that we will not be working from 5/28/2016 to 5/30/2016 due to heavy traffic. We would like to request time charges not be made during this period.

Should you have any questions or need any additional information, please contact our office at 956.380.2897. Thank you.

Respectfully,

Luis Martinez
Project Manager
IOC Company LLC

IOC
Company L.L.C.
9312 E. Curve Road, Edinburg, Texas 78542
956.380.2897 Office / 956.380.4085 Fax

Date: March 21, 2016

Mr. Ricardo Gallaga
L&G Engineering
900 S. Stewart Rd
Mission Tx 78572

RE:

Project Name: Mile 2 Hidalgo County
CSJ: 0921-01-323
County: Hidalgo

Mr. Gallaga,

IOC Company, LLC would like to request time be suspended due to heavy traffic on from March 25th, 2016 to March 28th, 2016. Should you have any questions or need any additional information, please contact our office at 956.380.2897. Thank you.

Sincerely,

Luis Martinez
Project Manager

IOC
Company L.L.C.
9312 E. Curve Road, Edinburg, Texas 78542
956.380.2897 Office / 956.380.4085 Fax

Date: December 19, 2015

Mr. Ricardo Gallaga, P.E
Project Engineer/Manager
L&G Engineering

RE:

Project:	Hidalgo County Mile 2 North Rd
CSJ:	0921-02-323
County:	Hidalgo

Mr. Gallaga,

For the above referenced project, IOC Company, LLC would like to notify L&G Engineering that we will not be working from 12/24/2015 to 01/03/2015 due to heavy traffic. We would like to request time charges not be made during this period.

Should you have any questions or need any additional information, please contact our office at 956.380.2897. Thank you.

Respectfully,

Sky Cummings
Project Manager
IOC Company, LLC

IOC
Company L.L.C.
9312 E. Curve Road, Edinburg, Texas 78542
956.380.2897 Office / 956.380.4085 Fax

Date: November 19, 2015

Mr. Ricardo Gallaga, P.E.
Project Engineer/Manager
L&G Engineering

RE: Project Name: Hidalgo County Mile 2 North Rd
CSJ: 0921-02-323
County: Hidalgo

Mr. Gallaga,

For the above referenced project, IOC Company, LLC would like to notify L&G Engineering we will not be working from 11/24/2015 to 11/27/2015 due to heavy traffic during the holidays. We would like to request time charges not be made during this period.

Should you have any questions or need any additional information, please contact our office at 956.380.2897. Thank you.

Respectfully,

Felipe Saavedra
Project Manager
IOC Company, LLC

IOC
Company L.L.C.
9312 E. Curve Road, Edinburg, Texas 78542
956.380.2897 Office / 956.380.4085 Fax

Date: July 2, 2015

Mr. Ricardo Gallaga, P.E.
Project Engineer/Manager
L & G Engineering

RE: Project Name: Hidalgo County, Mile 2 North Rd
CSJ: 0921-02-323
County: Hidalgo

Mr. Gallaga,

For the above referenced project, IOC Company, LLC would like to inform you that we will not be working Friday, July 3, 2015 due to heavy traffic. We would like to request time charges not be made during this period.

Should you have any questions or need any additional information, please contact our office at 956.380.2897. Thank you.

Respectfully,

Sergio Mandujano
Project Manager
IOC Company, LLC

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Fwd: Mile 2 Time Charges - Credit for Utility Delays

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>
Tue, Apr 11, 2017 04:04 PM
1 attachment

Subject : Fwd: Mile 2 Time Charges - Credit for Utility Delays

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

FYI

From: "Ricardo Gallaga" <ricardo@lgengineers.com>
To: "Norma Ceballos" <Norma.Ceballos@co.hidalgo.tx.us>
Sent: Tuesday, April 11, 2017 3:58:29 PM
Subject: Mile 2 Time Charges - Credit for Utility Delays

In reviewing L&G project diaries and tracking of time credited for Utility Delays, the 3 days mentioned by Ms. Garza were discovered. In our daily logs, we miscounted July 31, 2015, August 20, 2015 and Sept 7, 2015 (labor day). I used the days in our diary logs to determine when the 120 days expired. These days do go over the 120 days by 3 days. However, the Contractor was directed by the letters sent to them on what days to stop and start. These 3 days were our oversight and not theirs. I truly believed that based on this information the 3 days being considered as Liquidated Damages is not the Contractor's fault. If you should have any questions, feel free to contact me.

Thanks,

Ricardo Gallaga, P.E.
Project Engineer/Manager
L&G Engineering
Transportation Consultants
L&G Engineering & Laboratory
900 S. Stewart Road, Suite 10
Mission, TX 78572
Office: (956) 585-1909
Mobile: (956) 463-4534

ricardo@lgengineers.com
www.lgengineers.com
www.lgengineers.com/laboratory

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unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.



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AI-59108 **Purchasing Department** **18. F. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of First Amendment to agreement #C-16-226-06-20 between Hidalgo County and R.G.Enterprises, LLC, dba, G&G Contractors, LLC awarded in connection with the following project: Concrete Walking Trails at San Carlos CRC and Sunflower Park to replace the Statement of Credentials (approved by CC on 06/20/16-AI-55028).

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no fiscal impact

Attachments

bk up ai 59108

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/11/2017 02:13 PM
Budget & Management	Veronica Ortiz	04/11/2017 02:16 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Yvette Salinas Started On: 03/23/2017 05:05 PM

Final Approval Date: 04/13/2017

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT
TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, C-16-226-06-20

This First Amendment to the contract document by and between RG Enterprises, LLC dba G & G Contractors, LLC ("the Contractor") and **HIDALGO COUNTY, TEXAS** ("Owner"), effective the 18th day of April 2017, is made between the Contractor and the Owner, (the "Amendment"), as follows:

WHEREAS, Contractor and Owner executed the Contract C-16-226-06-20 between Contractor and the Owner on or about June 20, 2016, in which the Contractor agreed to provide construction services for the Concrete Walking Trail at San Carlos CRC and Sunflower Park; (the "Contract"), and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company hereby agree to the following amendment to the Contract.

1. The incorrect Statement of Credentials attached to the Contract is deleted in its entirety and the Statement of Credentials attached hereto as 'Exhibit A" is substituted in lieu thereof.

Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

RG Enterprises, LLC dba G & G Contractors, LLC

_____
Rene Garza, Owner

HIDALGO COUNTY, OWNER

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ

_____
Steve L. Crain

“Exhibit A”: Statement of Credentials-Revised

Exhibit A

Statement of Credentials-Revised

STATEMENT OF CREDENTIALS

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: RG Enterprises, LLC dba G&G Contractors

Address: 711 E. Wisconsin Rd.

Edinburg, Tx 78539

Date Organized: 2006 Date Incorporated: _____

Office Number: 956-283-7040 Fax Number: 956-259-8046

Number of years in business under present name: 3

Type of work performed by your company: Residential/Commercial construction renovations

parks irrigation, landscaping, canopies, pavilions sewer, paving, lighting, walking trails, etc.

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: Hidalgo County Urban County-City of Elsa 2013 Park & Recreational Facility

Address: 216 E. 4th St. Elsa, Tx

Ph/Fx Number: 956-787-8721 Email: monical.leal@co.hidalgo.tx.us

Scope of Work Description: site work, bbq pits, tables, restroom, lighting, parking, plaque

Date Completed: 9/2015 Total Cost: $170,000.00

****

2. Owner: Hidalgo County Urban County Program-City of La Joya Military Park

Address: 101 N. Leo Ave.

Ph/Fx Number: 956-787-8721 Email: guadalupe.garcia@co.hidalgo.tx.us

Scope of Work Description: irrigation, landscaping, baseball & soccer field, benches, etc.

Date Completed: 2/2016 Total Cost: $349,000.00

****

3. Owner: City of Mission-Bentsen Palm Community Park Shade Canopies

Address: 1208 E. 8th St.

Ph/Fx Number: 956-580-8680 Email:

Scope of Work Description: Restroom, electrical, landscaping, plumbing

Date Completed: 10/2015 Total Cost: $58,000.00

****

4. Owner: City of Mission-Hike & Bike Restroom Facility

Address: 1208 E. 8th St.

Ph/Fx Number: 956-580-8650 Email:

Scope of Work Description: Plumbing, Electrical, Landscaping

Date Completed: 10/25/2017 Total Cost: $75,000.00

****

5. Owner: City of Mission-Catholic War Veterans

Address: 115 Mayberry

Ph/Fx Number: 956-580-8650 Email:

Scope of Work Description: Plumbing, electrical, landscaping, concrete, masonry, sidewalks, etc.

Date Completed: 2/2016 Total Cost: $297,000.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

City of Misson-CDBG

City of Mission -Demolition and Content Removal

City of Mission-Waste Water Plant Laboratory

City of Harlingen-CDBG

Hialgo County San Carlos Landscaping & Irrigation

ECISD Richard R. Flores Stadium Lighting and Fencing

Willacy County Resource Center

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.

Tamez Concrete

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 30 day of March, 20 17.

By Rene Garza

Title Owner

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

Subscribed and sworn to me this 30 day of March, 20 17.

By:

Notary Public in and for Hidalgo County, Texas

My commission expires 03/25/2018

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:
2017-190333

Date Filed:
04/10/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

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.

2016-226-06-08-Amendment 1
Concrete Walking Trail at San Carlos CRC and Sunflower Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA H. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 25, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rene Garza, this the 10 day of April, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Irma H Rodriguez
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-190333

Date Filed:
04/10/2017

Date Acknowledged:
04/10/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RG Enterprises, LLC dba G&G Contractors
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY

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.

2016-226-06-08-Amendment 1
Concrete Walking Trail at San Carlos CRC and Sunflower Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
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 **yvette.salinas@co.hidalgo.tx.us**

RE: First Amendment

From : Steve Crain <scrain@atlashall.com> Tue, Apr 11, 2017 11:53 AM
Subject : RE: First Amendment
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Looks good.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, April 11, 2017 11:20 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: First Amendment

Here are the changes as requested.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Tuesday, April 11, 2017 9:50:52 AM
Subject: First Amendment

Good morning:

See the attached.

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.

AI-59297 **Purchasing Department** **18. F. 2.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a professional architectural ***"on call"*** services agreement with ***THE WARREN GROUP ARCHITECTS, INC.*** for the purposes of: ***Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services*** on a *"per project basis"* for *County-owned Buildings/Structures* located within ***HIDALGO COUNTY PRECINCT 4***, through the [***forms of an AIA Agreement***] and as selected for negotiations through County's protocol under the "POOL" of Architects.

BACKGROUND

Service Agreement# C-17-104-04-18-The Warren Group Architects, Inc.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

**Budget impact/funding source to be identified on a "per project basis" through the form of an AIA Agreement ...

Attachments

Contract-TWG-C-17-104-04-18-Pct 4 (on call-Bldg Renovations, Etc)

legals approval-TWG-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/07/2017 11:36 AM
Budget & Management	Veronica Ortiz	04/07/2017 02:16 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Letty Saenz		Started On: 04/07/2017 09:41 AM
Final Approval Date: 04/13/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-104-04-18

THIS CONTRACT is made and entered into this **18th** day of **APRIL, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **THE WARREN GROUP ARCHITECTS, INC.** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide **"on call"** architectural services for **Hidalgo County Precinct No. 4** for projects involving "**Remodeling, Alterations, Repairs ,Additions** and/or **Building Review/Assessment Related Services"** to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Hidalgo County Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are required (the "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall include, but not be limited to, the following: **(1)** fee structure for the project**; (2)** services included in the basic fee; **(3)** amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Architect's consultants); and **(4)** cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County) and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific project, then the County may seek the services of other architects.

4. Architect 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.

5. This Contract shall be for a period of **one (1) year**, commencing, **April 18, 2017** and expiring, **April 17, 2018,** unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect 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 for a particular project.

7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect shall provide all required insurance all in force and shall require of all its sub-consultants to provide insurance in force as well and connected with providing services under this Contract with the County as additional insured with the coverage in the amounts described in the Specifications/Requirements, Exhibit "C" of the Request for Qualifications ("RFQ") and shall furnish to County certificates of such insurance coverage in the Architect's Proposal and for every project as requested under this agreement in an Acord Form Certificate of Liability with required liability as follows:

- ***Professional Liability*** *insurance policy with limits of at least One Million Dollars* ***($1,000,000)*** *per occurrence and limited to claims made, including at least a five (5) year extended reporting period.*

- A Five Hundred Thousand Dollars ***($500,000.00) Comprehensive General Liability*** insurance policy providing additional coverage to all underlying liabilities of County.
- ***Automobile Liability*** insurance policy with limits of at least Three Hundred Thousand Dollars ***($300,000.00)*** per person and Five Hundred Thousand Dollars ***($500,000.00)*** per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ***($500,000.00)***.
- ***Uninsured/Underinsured*** motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- ***Workers Compensation*** insurance in amounts established by Texas law, unless the Architect is specifically exempted from the Texas Workers Compensation Act, *(Texas Labor Code Chapter 401, et. Seq).*

9. Architect 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 Architect under this Contract. Said indemnity shall cover any negligent act or failure to act by the Architect, 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 Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Architect: **The Warren Group Architects, Inc.**
Attn: Laura Nassri Warren, AIA Principal
1801 South 2nd Street, Suite 330
McAllen, Texas 78503

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 awarded to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County subject to thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

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

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

WITNESS our hands in duplicate originals this _____day of _____, **2017.**

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
THE WARREN GROUP ARCHITECTS, INC.

By: _____

Printed Name: Laura Nassri Warren

Title: AIA / Principal

Approved by Commissioner's Court on _____. 2017.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

-REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626 / Fax 956-318-2629

February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-001-02-17-YSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at 956-318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626 / Fax: 956-318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Architectural Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-001-02-17-YSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	7
4.	Attachment B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D2, CIS-Conflict Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10.	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 01, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

RFQ NO: 2016-001-02-17-YSS

Acceptance Due Date: **February 17, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yvette Salinas, Buyer III
956-292-7000 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ– 2016-001-02-17-YSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 17, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

~~**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.~~

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

~~**10.** Costs are to be net F.O.B., County Prepaid.~~

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Architectural Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 17, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY APPROVED HOLIDAYS

2016 YEAR	
New Year's Day	12/31/15 and 01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Veteran's Day	11/06/16
Thanksgiving Day	11/24/16 and 11/25/16
Christmas Day	12/23/16 and 12/26/16
New Year's Eve	12/30/16

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees,

the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and rules issued by the Texas Ethics Commission found in Title 1, Section 46.1,46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office wither by facsimile to 956-292-7612 or via email to yvette.salinas@co.hidalgo.tx.us . Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website.

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CNNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default

by successful respondent. County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

28. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **March 16, 2016 and ending March 15, 2017**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 17, 2016. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed and clearly marked and/or labeled with the Company's name, 2016-001-02-17-YSS (RFQ Number), Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail to yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, February 10, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, February 12, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The pool term is for a period beginning **March 16, 2016 and ending March 15, 2017**, or upon completion of project(s) unless project specific for more than this time period.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance (refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of

the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s) that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any current AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, Statements of Qualifications should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Résumés' of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified A.I.A. Architect have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

The criteria for qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official, or User Department, in need of Professional Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose **of ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ NO: 2016-001-02-17-YSS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2016-001-02-17-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) certified A.I.A. Architect with educational background or strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc.	3	
➢ One (1) certified A.I.A Architect with educational background and strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc. who has designed and constructed at least two (2) projects in the area.	7	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One (1) technical staff member with five (5) years experience	3	
➢ One (1) technical staff member with ten (10) years experience	7	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be a certified A.I.A. with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager with two (2) types of projects plus be 50 % involvement with technical development of project	3	
➢ Project Manager with five (5) types of projects plus be 85-100 % involvement with technical development of project	7	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____ , to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): “Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

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.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2016-001-02-17-YSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" Procurement Form–Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt

_____ Exhibit "D-2"-CIS Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Three (3) Copies, and Eight (8) CD's containing a complete copy of Response.

EXHBIT "C"

-INSURANCE REQUIREMENTS

Policy Number: Date Entered: 03/21/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/21/2017

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 RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME: PHONE (A/C, No, Ext): (972)235-3030 FAX (A/C, No): (972)235-3556 E-MAIL ADDRESS: brunker@riskpro.us	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Insurance Underwriters, Inc.	19917
INSURED The Warren Group Architects, Inc. 1801 South 2nd Street Suite 330 McAllen, TX 78503	INSURER B : Hartford Accident and Indemnity Company	22357
	INSURER C : SENTINEL INSURANCE COMPANY, LIMITED	11000
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			46 SBA RP0246	9/6/2016	9/6/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			46 SBA RP0246 NO OWNED AUTOS	9/6/2016	9/6/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46 WBC AF3933	5/22/2016	5/22/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1.000,000 $ 1,000,000 $ 1,000,000
A	Design Professional Liability			AEXNYABFZ5T001	3/9/2017	3/9/2018	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

County of Hidalgo
Attn: Purchasing Department
2812 S. Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-187669

Date Filed:
04/04/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Warren Group Architects, Inc.
Mcallen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo, Texas

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-17-104-04-18
Professional Architectual Services Pool- Hidalgo County Precinct No. 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warren, Laura	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.

BERTA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-08-2019

AFFIX NOTARY STAMP/SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Laura Warren, this the 6th day of April, 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
	Berta Rodriguez	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:
2017-187669

Date Filed:
04/04/2017

Date Acknowledged:
04/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Warren Group Architects, Inc.
Mcallen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo, Texas

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-17-104-04-18
Professional Architectual Services Pool- Hidalgo County Precinct No. 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warren, Laura	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

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve as to form-Contract# C-17-104-04-18-The Warren Group-(on call) agreement for Pct 4

From : Steve Crain <scrain@atlashall.com> Thu, Apr 06, 2017 05:11 PM

Subject : RE: Review & Approve as to form-Contract# C-17-104-04-18-The Warren Group-(on call) agreement for Pct 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Thanks. The contract is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 06, 2017 3:25 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Subject: Review & Approve as to form-Contract# C-17-104-04-18-The Warren Group-(on call) agreement for Pct 4

Good afternoon, Mr. Crain-

Please review and approve as to form agreement (attached hereto) for the purposes of **"on call"** ***Architectural Services*** for: "**Remodeling, Alterations, Repairs ,Additions** and/or **Building Review/Assessment Related Services"** through an **AIA** form of agreement for every project within Precinct 4.

Note: will be placing on the next CC agenda for approval.

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

AI-59251 **Purchasing Department** **18. F. 3.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Article 14 of the "professional engineering services" agreement with Halff & Associates, Inc., is requesting approval to engage the services of SUB-CONTRACTOR -TEXAS STATE ENVIRONMENTAL (TSEC) under SA2-WA1 in connection to Contract # C-16-188-05-10 (as previously approved by CC on 01/10/17-AI-57889) with adherence to insurance provisions required by said article and, subject to compliance with [HB1295 Form, [when and/or if applicable].

BACKGROUND

Sub-Letter by Halff Associates Inc.-C-16-188-05-10- (SA2-WA1)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-4XX-00-124-1XX-0-XXX

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

BUDGETARY IMPACT:

PO #745734 for Halff Associates, Inc.; funds available as of 4-7-17.

Attachments

Sub Notice-TSEC (Halff Assoc)-SA1-WA1

Approved SA1-WA1 (CC 011017)

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/07/2017 11:04 AM
Budget & Management	Veronica Ortiz	04/07/2017 02:11 PM
Ivan Cantu	Ivan Cantu	04/07/2017 02:32 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Letty Saenz		Started On: 04/04/2017 10:43 AM
Final Approval Date: 04/13/2017		

HALFF

April 4, 2017
AVO 31806

Ms. Lulu Lucio
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, TX 78542

RE: WA#01 Sanitation Collection Facility & M Road Building, Contract C-16-188-05-10, Purchase Order #745734

Sub-contracting for Asbestos Testing Sub TSEC

Dear Ms. Lucio:

The firm Halff Associates is proposing be use the following sub-consultants for this project:

- Texas State Environmental -RGV Office (Provide Asbestos Testing)
  811 S. McColl Road
  McAllen, Texas 78501
  956-369-1677 McAllen office \ 512-952-2757 Austin Office

We are recommending the use of these firm because we have worked with them successfully before and they have the necessary expertise to complete the work in a timely manner and at a lower cost.

Please contact Trey Murray and or Maribel Martinez if you need any additional information to process this request at 956-664-0286.

Sincerely,

HALFF ASSOCIATES, INC.
Menton J. Murray, III, PE, LEED AP
Vice President \Branch Manager

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

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:
2017-157005

Date Filed:
01/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas State Environmental Consulting
SAN MARCOS, 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. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-188-05-110
AVO 31806 Hidalgo County\ WA01 Sanitation Coll Facility M Rd Bldg.- Supplemental Agreement No. 2: Asbestos Fee

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.

ARACELI CABRERA
Notary Public
State of Texas
My Comm. Exp. 04/14/2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jose S Juarez Jr., this the 23rd day of January 2017, to certify which, witness my hand and seal of office.

Araceli Cab — Araceli Cabrera — Branch Manager

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:
2017-157005

Date Filed:
01/23/2017

Date Acknowledged:
01/30/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas State Environmental Consulting
SAN MARCOS, 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. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-188-05-110
AVO 31806 Hidalgo County\ WA01 Sanitation Coll Facility M Rd Bldg.- Supplemental Agreement No. 2: Asbestos Fee

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

EXHIBIT "F"

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 2 to WORK AUTHORIZATION No. 1

C-16-188-05-10

TO MAIN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES for **"Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 at Sanitation Collection Facility and M Road Building. "**

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 **HALFF ASSOCIATE INC.**, Professional Engineers of, **McAllen**, Texas, hereinafter called the **"Engineer"**.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the **10th day** of **May, 2016** and **Work Authorization No. 1** on the **10th day** of **May, 2016,** concerning Engineering for: **A/E Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 Sanitation Collection Facility and M Road Building.** (Hereinafter referred to as the "Project"); and,

WHEREAS, Article **2.1** of the Agreement, Scopes of Work and Part I. of ***Work Authorization No. 1***, Scopes of Work establishes the Scopes of Work for ***Work Authorization No. 1***; and,

WHEREAS, it has become necessary to amend the contract to provide **Additional Services for Asbestos Testing services to Facility permitting requirements.**
The following is additional work needed:

1. **Sub-consultant (TSEC) Additional Asbestos testing - $685.00**
2. **Administrative Services $ 310.00**

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said ***Work Authorization No. 1*** of the Agreement is amended as follows:

I. Part of Work Authorization No. 1; Scopes of Work is revised to provide **Additional Services for Asbestos Testing services to Facility permitting requirements.**

The following is additional work needed:

1. **Sub-Consultant (TSEC) Additional Asbestos testing - $685.00**
2. **Administrative Services $ 310.00**

II. Part 2. of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Refer to main agreement, Article 9, Additional Services.

NOW THEREFORE, Work Authorization No. 1is increased by **$995.00** to a revised total of **$ 52,950.00.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the **19th** day of **December, 2016**.

THE ENGINEER:
HALFF ASSOCIATES, INC.

BY: _____
Menton J. Murray, III, PE, LEED AP/ Vice President

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 01/10/17

LIST OF ATTACHMENTS

- Exhibit "D" Lump Sum Cost Proposal
- 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
Cost Proposal

Provide Electrical Engineering and facility modification for relocation of electrical equipment located in basement flood areas. Electrical design of optional New Generator Emergency System.

Phase 1	
• **Building Renovation Design and Site Improvements**	**29,810.00**
○ **Sub-Contract Chanin Engineering**	**7,500.00**
○ **Sub-Contract C. Gonzalez RAS**	**1,650.00**
	38,960.00
Phase 2	
• **Bid Phase Services**	**3,280.00**
Phase 3	
• **Construction Phase Services**	**7,715.00**
• **Additional Service Sub-Contract Chanin Engineering**	**1,500.00**
• **Additional Service Engineering Services**	**500.00**
•	**2,000.00**
• **Additional Asbestos testing (Sub-Consultant TSEC)**	**685.00**
• **Administrative Services**	**310.00**
•	**995.00**
Total:	**$52,950.00**

Halff Associates, Inc.

Fee Schedule-Hidalgo County Sanitation Collection and M Road Building Modifications

HIDALGO COUNTY 2015 On-Call Contract No: C16-188-05-10

	Project Manager	PE	EIT	Designer	Contract Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
Contracted Rate:	**$215**	**$170**	**$130**	**$85**	**$95**	**$65**	**$60**	**$155**			
Additional Service Amendment #2											
Sub-Contract -Texas State Environmental C									$685		$0.00
Administrative Services	1				1					2	$310.00
Additional Services Amendment #2 Sub-Total (Hours)	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**		**2**	$310.00
Additional Servicers Amendment #2 Sub-Total ($)	**$215**	**$0**	**$0**	**$0**	**$95**	**$0**	**$0**	**$0**	**$685**		**$995.00**
TOTAL HOURS (PRIME CONSULTANT)	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**2**	**$310.00**
TOTAL EXPENSES									**$685**		
TOTAL LABOR PLUS EXPENSES											**$995.00**

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:
2016-48740

Date Filed:
05/03/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates, Inc.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Precint No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

C-16-188-05-10
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tanksley, Dan	Richardson, TX United States	X	
Skiptwith, Walter	Richardson, TX United States	X	
Romanowski, Michael	Fort Worth, TX United States	X	
Murray, Menton	McAllen , TX United States	X	
Plugge, Roman	Richardson, TX United States	X	
Molloy, Martin	Richardson, TX United States	X	
Moya, Michael	Austin, TX United States	X	
Kunz, Patrick	Richardson, TX United States	X	
Kuhn, Gregory	Richardson, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Craig, Mathew	Richardson, TX United States	X	
Adams, Bobby	Conroe, TX United States	X	

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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Halff Associates, Inc.
McAllen, TX United States

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C-16-188-05-10
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

COURTNEY M VILLARREAL NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-04-2018

AFFIX NOTARY STAMP/SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said MENTON J. MURRAY, this the 3RD day of MAY, 20 16, to certify which, witness my hand and seal of office.

Courtney M. Villarreal — Signature of officer administering oath
COURTNEY M. VILLARREAL — Printed name of officer administering oath
NOTARY PUBLIC — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Halff Associates, Inc.
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C-16-188-05-10
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

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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

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 10, 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-58012** Recognition of the UT-RGV Medical School Inaugural Class

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

A. **AI-57879** 1. DA Check Fraud (1222):
Approval of 2017 appropriation of funds for the DA-Check Fraud (1222) budget.
2. DA- Investigation HB 65 Ch. 59 (1223):
Approval of 2017 appropriation of funds for the DA-CCP 59 (1223) budget.
3. DA Pre-Trial (1225):
Approval of 2017 appropriation of funds for the DA-Pretrial (1225) budget.
4. DA-US Justice (1256):
Approval of 2017 appropriation of funds for the DA-US Justice (1256) budget.

B. **AI-57794** Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281):
Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

7. **District Clerk - Laura Hinojosa:**

A. **AI-57900** Resolution of the Hidalgo County Commissioners Court in opposition to Re:SearchTX

8. **County Clerk's Office - Arturo Guajardo, Jr.:**

21. **Budget & Management:**

A. **AI-57882** Salary Schedule - Various Departments:
1. Approval of salary schedule corrections as listed on Exhibit A, effective 01/01/17.
2. Approval of clarification to Slot A155 (Health Clinics 340-003), as previously approved in Exhibit A on 12/13/16 (AI-57637).

Approved Department Program	Corrected Department Program
340-008	340-003

3. Approval to revise salary schedule in accordance with Commissioner's Court action.

B. **AI-57888** TXDOT Pct 3:
1. Discussion, consideration, and approval of Agreement to Contribute Right of Way Funds (Fixed Price) between Hidalgo County and Texas Department of Transportation (TXDOT) for the right of way acquisition for FM681 from 1.66 miles North of FM2058 to 0.02 miles South of FM1925 (CSJ: 0669-01-049) with authority for the County Judge to sign all required documentation.
2. Approval to issue check payable to the Texas Department of Transportation in the amount of $162.00 for the County's estimated share of right of way acquisitions for the FM681 Project, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (CSJ: 0669-01-049)

C. **AI-57855** 1. Designate the Budget Officer, subject to conditions and directions provided by Commissioners' Court, to transfer amounts from certain budgeted items to other budgeted items as per Texas Local Government Code Section 111.070(c)(2).
2. Designate the General Fund, Special Revenue Funds, and Enterprise Funds as the salary fund for their respective accounts as per Texas Local Government Code Section 154.042.

D. **AI-57787** Authorization to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM907 (Nolana-IH2) Project, CSJ 1586-01-069, with authority for County Judge to sign all required documentation.

E. **Budget Appropriations:**

1. **AI-57873** CO2014-Pct 4 (1345):
Approval of 2017 appropriation of funds into CO2014-Pct 4 in the amount of $250,000.00 to fund anticipated expenditures.

22. **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-57886** Acceptance and approval of the final negotiated contracts and/or documents between Hidalgo County and Aetna Life Insurance Co., and Dearborn National (No. 1 ranked providers) for the "Third Party Administration Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment", with authority for County Judge to sign all required documents.

2. **AI-57863** Requesting approval of an "Amendment" to contract #16-236-08-23 between HC and IMS for the provision of the Warrant Card Project -Printing & Mailing Services to reflect the deletion of vendor obligation to secure postage and impose vendor obligation to mail using HC Postage Permit as detailed in document attached herein and compliance with form 1295 when and if applicable.

3. **AI-57870** 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

4. **AI-57784** Pursuant to active "sole source" declaration, requesting approval of a contract with R. Communications, for the provision of re-broadcasting of Hidalgo County Commissioners Court meetings on PBS-Channel 65.

5. **AI-57803** Acceptance and approval of a check from The Local Government Purchasing Cooperative (BuyBoard) in the amount of $85,043.30 [check number 00014765] for years 2015-2016 rebate period.

B. Pct. 1

1. **AI-57884** Approve a request for payment-Application #2 in the amount of $104,125.94 as submitted by IOC Company, LLC #C-16-289-09-06 for the provision of Paving & Drainage Improvements Project to Nittler Road.

C. Pct. 4

1. **AI-57916** Requesting approval of an (On Call) "professional services agreement" with ARANDA & ASSOCIATES, INC. for the purposes of [Surveying Services] for "Road and Bridge, C.I.P. and Other projects in General", located within Hidalgo County Precinct No. 4.

2. **AI-57975** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services;
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 architectural services for: "The Design & Development of Brewster Park" located in Hidalgo County Precinct No. 4:

ARCHITECTURAL FIRMS:

Firm	HDR ARCHITECTS	FULCRUM CONSULTING SERVICES	MILNET ARCHITECTURAL SERVICES
Score by Evaluator 1	92	94	97
Ranking by CC			

c. Authority for the Purchasing Department to negotiate an "AIA" form of agreement for: "The Design & Development of Brewster Park" located in Hidalgo County Precinct No. 4, with the No. 1 ranked firm: _____ for Architectural Services.

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

e. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of "professional engineering services" for (On Call) "Engineering Services" for projects located in Hidalgo County Precinct 4;

ENGINEERING FIRMS:

Firms	ENTECH CIVIL ENGINEERS, INC.	LANDTECH, INC.	HALFF ASSOCIATES, INC.
Score by Evaluator 1	92	95	98
Ranking by CC			

f. Authority for the Purchasing Department to negotiate a professional engineering services agreement for (On Call) Engineering Services for projects located within Hidalgo County Precinct 4, with the No.1 ranked firm _____ for Engineering Services.

3. **AI-57889** Approval of Supplemental Agreement #2- WA No. 1 for "Additional Services" with an "increase" of ($995.00) revising the estimated total cost to ($52,950.00) as submitted by project engineer, Halff Associates, Inc., under (on call) Professional Services Agreement# C-16-188-05-10 for "Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" (on an as needed basis) for Precinct 4, [Project: "Sanitation Collection Facility and "M" Road Building"].

APPROVED

4. **AI-57846** A. Clarification on AI #57367 as presented on CC 12/06/2016 to correct Change Order No. 2 with a cost decrease of ($30,326.40) and to extend the term an additional one (1) day in connection with C-16-120-05-10 - Hidalgo County Precinct No 4 - Mile 17.5 Road Paving & Drainage Improvements as recommended by project engineer Jose Noe Saldivar, P.E.;

B. Presentation for approval of "Certificate of Substantial Completion" reflecting the date of September 20, 2016 by Texas Cordia Construction. LLC contracted vendor for Mile 17.5 Road Paving & Drainage Improvements as submitted through project engineer Jose Noe Saldivar, P.E.

AI-59368 **Purchasing Department** **18. G. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole, lowest and best bid submitted & received by vendor, BIC Development Corp. and meeting all specifications and/or requirements (as detailed in the supporting documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Lease of Space for Off Premises Storage Area for WIC" through project No.: 2017-048-04-05-FAZ.

BACKGROUND

1. 3 packets sent out - (1) response
2. Current contract expires: May 01, 2017
3. New contract commences: May 02, 2017

4. Sole Bidder - Bic Development Corp.
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1292-441-00-350-001-7-441

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

BUDGETARY IMPACT:

PENDING APPROVAL OF LINE ITEM TRANSFER ON 5/2/17 (AI-59376) FOR THE REMAINDER OF FISCAL YR.

Attachments

Recommendation of Award Memo

Tabulation Sheet

Participating Log

HB 1295 Signed, Notarized & Acknowledged

SAM'S Document

Contract Agreement

Legal's Approval

Form Review

Inbox	Reviewed By	Date

Purchasing - Internal	Marty Salazar	04/12/2017 02:44 PM
Budget & Management	Veronica Ortiz	04/12/2017 03:19 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Matilde Faz Started On: 04/11/2017 04:50 PM

Final Approval Date: 04/13/2017

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

MEMORANDUM

(Department's Recommendation)

To: Clarissa Ramirez
Hidalgo County WIC Program Director
Attn: Margarita Gonzalez

From: Matilde "Maty" Faz, Buyer II
Hidalgo County Purchasing Department

Date: April 5, 2017

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No.-2017-048-04-05-FAZ
"HIDALGO COUNTY- (WIC) – Lease of Space for Off Premises Storage Area"

We have received a **sole bid 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 the next Commissioner's Court Meeting: therefore, we need your response no later than **April 7, 2017 @ 4:00 p.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: **matilde.faz@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 7.1292.441.00.350.001.7.441

Recommendation (Indicate vendor(s) and reason):

Please award bid to sole bidder BIC Development Corp.

Should you have any questions or require further information please do not hesitate to call me at 318-2626 - ext. 4854. Thank you for your attention and cooperation to this matter.

Clarissa Ramirez	Clarissa Ramirez	WIC	4/6/17
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

TABULATION SHEET
HIDALGO COUNTY (WIC)
"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"
RFB No.: 2017-048-04-05-FAZ

COMPANY'S NAME		(SOLE BIDDER) BIC DEVELOPMENT	
		SQUARE FEET	MONTHLY FEE
	BIC DEVELOPMENT CORP.	4,770	$2.337.30

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: April 05, 2017 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: ***HIDALGO COUNTY (WIC DEPARTMENT)***
"*LEASE OF SPACE FOR OFF PREMISES STORAGE AREA*"
BID No.: 2017-048-04-05-FAZ

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE No. & EMAIL ADDRESS
BIC Development Attn: Belinda Menchaca	EMAIL	MATY FAZ	03/20/17	3910 W. Freddy Gonzalez Dr. Edinburg, TX 78539 (956) 383-6295 Email: bmenchaca@bicinvestments.com
CTC Distributing Attn: Kelly Madden	EMR	MATY FAZ	03/20/17	Kelly Madden <K_madden@ctcdistributing.com >
Gonzalez Investments, LLC Attn: Larry C. Gonzalez, L.C.	EMR	MATY FAZ	3/27/17	P.O. Box 2657 Edinburg, Texas 78540 www.first-choiceselfstrorage.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
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:
2017-184512

Date Filed:
03/29/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BIC Development Corp
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 WIC PROGRAM

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-048-04-05-FAZ
Lease of Space for Off Premises Storage Area

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.

BIC Dev. Corp

X By: _____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard A. Garza, President of BIC Dev Corp. this the 31st day of March, 20 17, to certify which, witness my hand and seal of office.

Yolanda Flores
Signature of officer administering oath

YOLANDA FLORES
Notary ID# 510247-1
My Comm Exp 7-31-2020

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:
2017-184512

Date Filed:
03/29/2017

Date Acknowledged:
04/05/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BIC Development Corp
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 WIC PROGRAM

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-048-04-05-FAZ
Lease of Space for Off Premises Storage Area

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

SAM Search Results
List of records matching your search for :

Search Term : bic* development*
Record Status: Active

ENTITY BIC Development Corp. Status:Active

DUNS: 080362462 +4: CAGE Code: 7PML4 DoDAAC:

Expiration Date: Sep 8, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 3910 W Freddy Gonzalez Dr
City: Edinburg State/Province: TEXAS
ZIP Code: 78539-9308 Country: UNITED STATES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-17-048-04-18

THIS LEASE is made and entered into by and between BIC Development Corp.**,** referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A "attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence on **May 2, 2017** and shall terminate on **September 30, 2017** unless sooner terminated as provided herein or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for a five (5) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon

Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Two Thousand Three Hundred Thirty-Seven with 30/100 ($2,337.30)** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this Lease shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the

Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **3910 W. Freddy Gonzalez Drive, Edinburg, Texas 78539** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the Premises for general storage purposes and any other lawful purposes.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. Lessor shall be responsible for all other repairs

and maintenance. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it

will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements.

The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of

non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to

rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by

the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable

diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
BIC Development Corp. Attn: Richard Garza, President 3910 W. Freddy Gonzalez Drive Edinburg, Texas 78539	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys'

fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does

not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Entire Agreement

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

Immunities

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

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2017.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

BIC Development Corp.

_____
By: Richard Garza, President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT “A”
LEGAL DESCRIPTION

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lot 3, West University Business Park Subdivision, City of Edinburg, Hidalgo County, Texas

EXHIBIT “B”
REQUEST FOR BID (RFB) &
BID PAGE

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

March 20, 2017

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY - (WIC PROGRAM)**
Request for Bids -***"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"***
RFB Bid No.: 2017-048-04-05-FAZ

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 Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626 x 4854.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

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REQUEST FOR BIDS (RFB)
HIDALGO COUNTY (WIC PROGRAM)
"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"
RFB No.: 2017-048-04-05-FAZ

ITEM	DESCRIPTION	No. OF PAGES
1.	Request For Bid Letter	1
2.	Request For Bid, Legal Notice	8
3.	Exhibit A, Specifications	3
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (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.	Draft Contract	22
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

3/20/17
Date

Revised 09/13/16

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County

(WIC Program)

"Lease of Space for Off Premises Storage Area"

RFB No.: 2017-048-04-05-FAZ

REQUEST FOR BIDS

HIDALGO COUNTY (WIC PROGRAM)

"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"

BID OPENING DATE

APRIL 05, 2017

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 (WIC PROGRAM) -"*LEASE OF SPACE FOR OFF PREMISES STORAGE AREA*"** 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.: 2017-048-04-05-FAZ "HIDALGO COUNTY (WIC PROGRAM) - *LEASE OF SPACE FOR OFF PREMISES STORAGE AREA*"** 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, APRIL 05, 2017. 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 RFB No.: 2017-048-04-05-FAZ "HIDALGO COUNTY (WIC PROGRAM) – *"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"*** 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 specificatic are referenced in this document to i. cate 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 (WIC PROGRAM) - RFB No.: 2017-048-04-05-FAZ "***LEASE OF SPACE FOR OFF PREMISES STORAGE AREA***"
      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.	APRIL 05, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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 per[illegible] or business who contracts or seeks t[illegible]ontract 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. (2017-048), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us. 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 (WIC PROGRAM)

"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"

BID No.: 2017-048-04-05-FAZ

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

(WIC Program)

"Lease of Space for Off Premises Storage Area"

RFB No.: 2017-048-04-05-FAZ

EXHIBIT "A"

SPECIFICATIONS / REQUIREMENTS

HIDALGO COUNTY- WIC PROGRAM

"*LEASE OF SPACE FOR OFF PREMISES STORAGE AREA*"

RFB No.: 2017-048-04-05-FAZ

HIDALGO COUNTY-WIC PROGRAM

"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"

RFB No.: 2017-048-04-05-FAZ

SPECIFICATIONS, REQUIREMENTS AND/OR TERMS AND CONDITIONS

OVERVIEW:
Hidalgo County WIC Program is inviting sealed bids for "Lease of Space for OFF Premises Storage Area" in the City of Edinburg, Texas, including but not limited to the following:

Specifications:

1. Building should be in good working condition to provide WIC Program storage facility.
2. Said space should be located within 1/2 mile radius from the WIC Administrative Office located at 3105 W. University Dr., in the city of Edinburg, TX.
3. Must provide a minimum of 4,000 square feet to a maximum of 5,000 square feet of available space.
4. Bid premises must have water, sewer, electricity with a central air and heating of the entire building, including garbage pickup.
5. Lessor will be responsible for electrical, central air & heating system maintenance, also keeping the entire building free of mold at all times.
6. Building shall be free & safe from rodents & insects prior to occupancy. Also be responsible and at Lessor's expense for pest control throughout contract/lease term.

Requirements:
The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office throughout the term of contract/lease. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, as described and listed in **"Insurance Requirements". (See Exhibit "C" attached)**
2. Bidder must charge by the square foot for rental space;
3. Bidder must charge rental fee on a monthly basis.

Terms and Conditions:

1. Term of contract shall be for five (5) years period with County's option to extend for an additional one (1) year under the same terms & conditions. Lease will have a sixty (60) day cancellation clause.

2. Must provide the legal description of the property along with your bid.

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. If a new building is to be constructed there should be a completion date of one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

7. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking action.

8. Any contract awarded to a successful bidder will be in effect until

9. (a) the contract expires;

   (b) Delivery and acceptance of products and/or performance of service ordered, or

   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

10. All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquires, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy. 281 Edinburg, TX 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 OR VIA EMAIL to: matilde.faz@co.hidalgo.tx.us by no later than **Monday, March 27, 2017 by 5:00P.M.** Responses to said inquires will be sent to all applicants/participants via facsimile or via email by no later than, **Wednesday, March 29, 2017 by 5:00P.M.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County

(WIC Program)

"Lease of Space for Off Premises Storage Area"

RFB No.: 2017-048-04-05-FAZ

EXHIBIT "B"

HIDALGO COUNTY - WIC PROGRAM

"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"

RFB No.: 2017-048-04-05-FAZ

HIDALGO COUNTY - WIC PROGRAM

"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"

RFB No.: 2017-048-04-05-FAZ

BID PAGE

LOCATION/ADDRESS OF PROPOSED BUILDING:	
LEGAL DESCRIPTION:	
TOTAL SQUARE FEET AVAILABLE:	
MONTHLY RENTAL FEE:	

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX No.'s:_____

CELLULAR No.'s:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

(WIC Program)

"Lease of Space for Off Premises Storage Area"

RFB No.: 2017-048-04-05-FAZ

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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County

(WIC Program)

"Lease of Space for Off Premises Storage Area"

RFB No.: 2017-048-04-05-FAZ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County

(WIC Program)

"Lease of Space for Off Premises Storage Area"

RFB No.: 2017-048-04-05-FAZ

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see 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

REQUEST FOR BIDS

Hidalgo County

(WIC Program)

"Lease of Space for Off Premises Storage Area"

RFB No.: 2017-048-04-05-FAZ

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
(WIC PROGRAM)
REQUEST FOR BIDS
"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"

RFB No.: 2017-048-04-05-FAZ

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of 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).

HIDALGO COUNTY - WIC PROGRAM

"LEASE OF SPACE FOR OFF PREMISES STORAGE AREA"

RFB No.: 2017-048-04-05-FAZ

BID PAGE

LOCATION/ADDRESS OF PROPOSED BUILDING: 3109 W. UNIVERSITY, EDINBURG, TEXAS 78539	
LEGAL DESCRIPTION:	LOT 3, WEST UNIVERSITY BUSINESS PARK SUBD., CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
TOTAL SQUARE FEET AVAILABLE:	4,770
MONTHLY RENTAL FEE:	$2,337.30

BIDDER/COMPANY NAME: BIC DEVELOPMENT CORP.

ADDRESS: 3910 W. FREDDY GONZALEZ DRIVE

CITY/STATE/ZIP CODE: EDINBURG, TEXAS 78539

PHONE & FAX No.'s: (956) 383-6295 / FAX: (956) 381-1176

CELLULAR No.'s: (956) 638-6295

AUTHORIZED SIGNATURE:

PRINTED NAME: RICHARD A. GARZA

TITLE: PRESIDENT

EMAIL: richardagarza@gmail.com

OPENED
9:58
4-5-17
Witnessed

EXHIBIT “C”
CERTIFICATE OF INSURANCE

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 3/21/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Quirk & Company P.O. Box 792030 San Antonio, TX 78279 www.quirkco.com	**COMPANY** Western World Insurance Company
PHONE (A/C, No, Ext): 210.342.9421	
FAX (A/C, No): 210.340.4075	**E-MAIL ADDRESS:**
CODE:	**SUB CODE:**
AGENCY CUSTOMER ID #:	
INSURED BIC Development Corporation 3910 West Freddy Gonzalez Drive Edinburg TX 78539	**LOAN NUMBER**
	POLICY NUMBER NPP8344350
EFFECTIVE DATE 11/23/2016	**EXPIRATION DATE** 11/23/2017
☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

P1/B1 3109 W. University Dr, Edinburg, TX. 78539
P2/B1 3105-3107 W. University Dr, Edinburg, TX. 78539
P3/B1 2524 N. Closner, Edinburg, TX 78539

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☑ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
P1/B1 - Building /80% /RC	205,000	5,000
P1/B1 - Business Income / 80%	33,276	
P2/B1 - Building 350,000 /80%/RC	350,000	5,000
P2/B1 - Business Income / 80%	60,480	
P3/B1 - Building /80% /RC	1,150,000	5,000
P3/B1 - Business Income / 80%	163,200	
		Wind/Hail 1% of TIV Subject to 2,500 for P1&P2 10,000 for P3

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS Hidalgo County 2802 W. Bus. Hwy 281 Edinburg TX 78539	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE ☐
	LOAN #
	AUTHORIZED REPRESENTATIVE Luis A. Vazquez

ACORD 27 (2016/03)

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-17-048-04-18-BIC Realty

From : Steve Crain <scrain@atlashall.com> Mon, Apr 10, 2017 03:16 PM
Subject : RE: C-17-048-04-18-BIC Realty
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The lease is OK if the purpose of the lease is only for storage.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, April 10, 2017 2:16 PM
To: Steve Crain <scrain@atlashall.com>
Subject: C-17-048-04-18-BIC Realty

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

AI-59380 **Purchasing Department** **18. H. 1.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

HIDALGO COUNTY:

a**.** Authority to amend & revise [additions] the current list of vendors [CC/AI#52408/12-08-15 & attached hereto] in connection with the exemption of authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment through the established and approved procedures for the requisition and purchase order process with said authority through 12-31-17; and,

The following agenda items effective 01-01-18 through 12-31-19:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(B) films, manuscripts, or books -(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs"

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment} for County-owned vehicles and equipment from the vendors identified and detailed list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2019.

c. Requesting authority to purchase parts for County-owned vehicles, equipment, heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2019;

d. Requesting authority to purchase books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;

e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources with action valid through December 31, 2019;

f. Pursuant to same statute, specifically 262.024(d), action the following:
1. Solicitation of at least three (3) quotes by:
2. Telephone;
3. Written quotations;

g. Set the intervals for the solicitation of quotes for:
1. Current & historic time frame is 30 days;
2. Other as approved _____;

h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document valid through December 31, 2019.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be identified by departments/offices as item(s) are needed.

Attachments

Tx Local Gvmt Code Exemption
Purchasing Policies and Procedures
Quote Forms
County Owned Vehicle exempt vendors
Agenda item 52408 12.08.15

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/12/2017 04:52 PM
Budget & Management	Veronica Ortiz	04/13/2017 08:52 AM
Merlen P. Munoz	Merlen P. Munoz	04/13/2017 01:27 PM
Final Approval	Monica Badillo	04/13/2017 03:57 PM
Purchasing - Internal	Marty Salazar	04/13/2017 04:10 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Elena Gomez		Started On: 04/12/2017 01:25 PM
Final Approval Date: 04/13/2017		

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 142, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

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(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 142, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

V.T.C.A., Bus. & Com. Code § 17.81 et seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county purchase of an item under a contract that is not subject to competitive bidding under Section 262.023.

Added by Acts 1991, 72nd Leg., ch. 16, § 13.02(c), eff. Aug. 26, 1991. Renumbered from § 262.0241 by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.025. Competitive Bidding Notice

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitu-

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. Introduction.

1.01. The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May 3, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 1995, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 8,1995.

II. Objectives of the Centralized Purchasing Program.

2.01. A centralized purchasing program has been established in the County to achieve the objectives listed as follows:

2.01.01. To obtain goods and services at the best price possible.

2.01.02. To obtain goods and services best suited to the particular needs of the County.

2.01.03. To ensure the timely delivery and adequate availability of goods and services.

2.01.04. To ensure that purchases conform to state law, County policies, the County budget and payment ability.

2.01.05. To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.

2.01.06. To ensure that public spending is not used to enrich elected officials, departments heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. Purchasing Code of Ethics.

3.01. **Statement of Purchasing Policy.** Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover,

they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

To achieve the purpose of this Article, and these Policies, it is essential that those doing business with the County also observe the ethical standards prescribed here.

3.02. **General Ethical Standards.**

3.02.01. It shall be a breach of ethics to attempt to realize personal gain through public employment with the County by any conduct inconsistent with the proper discharge of the elected official's, department head's or employee's duties.

3.02.02. It shall be a breach of ethics to attempt to influence any elected official, department head or public employee of the County to breach the standards of ethical conduct set forth in this code.

3.02.03. It shall be a breach of ethics for any elected official, department head or employee of the County to participate directly or indirectly in a procurement when the elected official, department head or employee knows that:

a. the elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family has a financial interest pertaining to the procurement;

b. a business or organization in which the elected official, department head or employee, or any member of the elected official's, department head's or employees immediate family, has a financial interest pertaining to the procurement;

c. any other person, business or organization with whom the elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

3.02.04. 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 therefor pending before any department or agency of the County.

3.02.05. 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.

3.02.06. The prohibition against gratuities and kickbacks prescribed in subparagraphs 4 and 5 shall be conspicuously set forth in every contract and solicitation therefor.

3.02.07. It shall be a breach of ethics for any current or former elected official, department head or employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person, entity or organization.

3.03. **Construction with other provisions.** The provisions of this Purchasing Code of Ethics shall be in addition to the ethical provisions contained in any County personnel manual or Civil Service rules and policies. In the event of a conflict between the provisions of this Purchasing Code of Ethics and the provisions of such manuals, rules or policies, the more restrictive shall control. A violation of this Purchasing Code of Ethics by an employee of the County covered under the County's civil service system shall be punishable under the provisions of the governing rules and policies of such system.

IV. Duties of the Purchasing Agent.

4.01. **Generally.** The duties of the Purchasing Agent shall include purchasing or approving the purchase of all supplies, materials and equipment required or used and contracting for all repairs to property used by the County or any of its agencies, officers or employees, except purchases and contracts required by law to be made on competitive bid pursuant to Chapter 262, Texas Local Government Code. Except where expressly permitted herein, no person, other than the Purchasing Agent, may purchase supplies, materials or equipment or make contracts for repairs.

4.02. **Supervise All Purchases.** The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in accordance with the purchase order or contract.

4.03. **Interlocal Cooperation.** The Purchasing Agent may cooperate with the purchasing agent or department of the state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04. **Inter-Department Transfers.** To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment from an agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County department, officer or employee of the County requiring the supplies or materials or

use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05. **Disposal of Salvage Property.** The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying Form SLVG-PD-001. Form SLVG-PD-001 **must** be completed and necessary approvals received for all surplus/salvage property dispositions.

4.06. **Prepare Specifications.** The Purchasing Agent, along with the person requesting the purchase of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

V. Delegation of Duties.

5.01. **Purchases Not Exceeding $1,000.00.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00).

5.02. **Repairs–Vehicles & Equipment.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase repair parts and services for motor vehicles, office or shop equipment, and similar items valued up to Two Thousand Dollars ($2,000.00).

5.03. **Repairs–Heavy Machinery.** Purchases of repair parts and services for road-building and other heavy machinery valued up to Five Thousand Dollars ($5,000.00) is delegated to each County Commissioner and to the Manager of Hidalgo County Drainage District #1.

5.04. **Limitation of Delegation.** Notwithstanding any provision herein to the contrary, no delegation of authority to purchase any item bought from the permanent improvement fund or any equipment which shall be recorded in the physical inventory record is hereby made.

5.05. **Authorized Employees.** Elected officials and department heads may also delegate the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00) by furnishing the Purchasing Agent a memorandum listing the employee(s) so authorized.

5.06. **Waiver by County Judge.** Pursuant to the provisions of Texas Local Government Code § 113.901(c), the County Judge may, by written order, waive the requirement of approval of all requisitions and purchase orders. In such event, all claims must be approved by Commissioners Court in open court prior to payment.

VI. Requisition Process.

6.01. **Overview.** Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex. Loc. Govt. Code § 113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required and where to deliver it.

6.02. **Procedures and Forms.**

6.02.01. All purchases of goods and services, even purchases made under the authority delegated in Article V, shall be commenced by the requesting department completing a Hidalgo County Requisition Form (Form HCPD-01) and submitting it to the Purchasing Department.

6.02.02. Form HCPD-01 should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor to assure the goods are delivered or services performed by the date required by the requesting department.

6.02.03. Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods or services.

6.03. **Requisition Priority Designations.** Each Form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e., not "Rush" or "ASAP"). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designations to determine abuse or potential abuse of expedited purchasing procedures. Requisitions are divided according to the type of action required on the purchase:

6.03.01. **Routine** - (for all normal purchasing transactions requiring a Requisition Form). The Purchasing Department will process these requisitions using routine procedures set out in Procedures Number 6.04.01. Routine purchases are designated **Priority Four**.

6.03.02. **Expedited** - (for items that are needed sooner than the normal purchasing process would be able to get them). The only legitimate purposes for Expedited purchases are to prevent work stoppages or loss of the County's money. Expedited purchases are *not* emergency purchases. They are for items needed quickly to prevent costly delays, and therefore warrant the additional cost and effort caused by the interruption of the normal purchasing routine. However, they are *not* to be used unless absolutely required. The two types of Expedited purchases are:

a. **Walk Through** - (for items needed within ten working days to avoid work interruption, loss of service or significant added cost of operations). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.02. The requisition and other documents are hand-carried through the purchasing process by the requesting department. These purchases are designated **Priority Three**.

b. **Work Stoppage** - (for items needed immediately to prevent work stoppage due to *unanticipated* requirements). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.03, but the process may be started by telephone request to the Purchasing Department, followed by delivery of a completed Form HCPD-01. These purchases are designated **Priority Two**.

6.03.03. **Emergency** - (for all requirements because of an emergency condition as defined in Procedure Number 9.01.01). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.04. These purchases are designated **Priority One**.

6.04. **Processing of Requisitions.**

6.04.01. **Priority Four Requisition.** When a requisition is received in the Purchasing Department, it must be verified for accuracy, authorization and budget authority. Purchasing will do the following: (a) check the requisition for completeness; (b) check computations for accuracy; (c) verify contract provisions (if purchase under existing contract); (d) verify authorizations against authorization lists; (e) verify budget authority (budget line-item authority and unencumbered budget balance); (f) prepare purchase order (see Procedure Number 6.04.06).

6.04.02. **Priority Three Requisition.** (a) The Form HCPD–01 is completed as with a Priority Four requisition, coding it Priority Three. (b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Walk the requisition to all required stations. (d) Hand carry the requisition to Purchasing. Purchasing makes the purchase in accordance with either Article VII or Article VIII.

6.04.03. **Priority Two Requisition.** (a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority Two. (b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Continue as with a Priority Three requisition. (d) Purchasing begins the purchase process immediately upon receiving the telephone call in Step (b), and makes the purchase in accordance with either Article VII or Article VIII.

6.04.04. **Priority One Requisition.** (a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority One. (b) The preparer should then notify Purchasing by telephone, specifying that a Priority One requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Walk the requisition to all required stations. (d) Hand carry the requisition to Purchasing. Purchasing begins the purchase immediately upon receiving the telephone call in accordance with Procedure 9.01.02.

6.04.05. *NOTE: For all purchases required under Priority Two and Priority Three which also require competitive bidding, an emergency must be declared in order to bypass the competitive bidding process. All Priority One purchases **must** meet the qualifications for emergency purchases in the pertinent statutes, as outlined in Procedure 9.01.01.*

6.04.06. **Purchase Order.** When the completed requisition is received in the purchasing office, a purchase order ("PO", Form HCPD-02) will be prepared. The Requisition and the PO are approved by the County Judge. The prepared PO is delivered to the vendor which is awarded the contract, in accordance with Article VII or VIII.

VII. Competitive Bidding.

7.01. **Bidding Required.** Before any person, department, official or agent of the County may purchase one or more items under a contract that requires an expenditure exceeding Twenty-Five Thousand Dollars ($25,000.00), the competitive bidding requirements prescribed by Chapter 262, Texas Local Government Code, must be utilized with the assistance of the Purchasing Agent. In applying the competitive bidding or competitive proposals, all separate, sequential or component purchases (purchases made separately, purchases made over a period of time or purchases of component parts of an item or items that in the normal purchasing practice would be purchased in one purchase) are treated as if they are part of a single purchase and of a single contract. This requirement includes leases, installment payments and lease purchases in the event the total amount of payments will exceed Twenty-Five Thousand Dollars ($25,000.00) over the life of the contract. Pursuant to Section 262.026(a), the Commissioners Court has delegated the authority to make extensions on the date for the opening of bids to the Purchasing Agent.

7.02. **Exception.** The only exceptions to the competitive bidding process outlined in this Article VII are set forth in Section 262.024, Texas Local Government Code, and Article IX herein. These exceptions shall be determined solely as provided in Article IX.

7.03. **Specifications/Procedures.**

7.03.01. When the purchase of one or more items requiring competitive bidding pursuant to Chapter 262, Texas Local Government Code, and this Article 7, is required, the person desiring to purchase the item shall first submit written specifications to the Purchasing Agent. The Purchasing Agent shall, upon request, assist in developing the specifications.

7.03.02. No specifications shall be written, which by design exclude legitimate competition between vendors. No brand names shall be utilized unless a disclaimer is used which opens the specification to competing brands of equal or superior quality.

7.03.03. The requisition, along with the proposed specifications and a bidding timeline, are submitted to the Commissioners Court which shall approve the form and content of the specifications and determine when the bids will be

opened and when results will be submitted to the Commissioners Court.

7.03.04. After approval of the specifications and bidding timeline, the Purchasing Department will proceed with advertising for bids in accordance with the timeline and applicable provisions of the Local Government Code.

7.03.05. The Purchasing Agent may mail an Invitation to Bid form to potential vendors when, in the judgment of the Purchasing Agent, such Invitation to Bid would enhance the bidding process.

7.03.06. Alternative competitive proposals may be obtained on purchases of insurance and high-technology items (as defined by statute), and for items for which it is impractical to prepare detailed specifications. The procedure for this is prescribed in Sections 262.0295 and 262.030 of the Texas Local Government Code and may be utilized by the Purchasing Agent when approved by the Commissioners Court.

7.04. **Selection of Successful Bidder.**

7.04.01. In competitive bidding, informal bids or proposals, the evaluation of the bids and proposals and the selection of vendors shall be done with the view to obtain the best value for the money spent. The vendor selected shall be a responsible bidder who submits the lowest and best bid.

7.04.02. The Purchasing Agent shall present the bids to the Commissioners Court at a meeting of the Commissioners Court.

7.04.03. In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.

7.04.04. No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

7.04.05. In the event the Alternative Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized, as provided for in Procedure 7.02.06, the lowest responsible bidder selected in accordance therewith may be determined through negotiation with parties submitting proposals.

7.04.06. In the event that information on costs of the repair, maintenance or repurchase of earth-moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered by the Commissioners Court in selecting the most responsible bidder.

7.04.07. In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering the materials may be considered in selecting the most responsible bidder.

7.04.08. Multiple contracts may be awarded for the purchase of road construction

materials if more than one bidder submits the lowest and best bid or a particular type or location of material.

7.05. **Changes in Plans and Specifications.** When there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves an increase or decrease in cost of Fifty Thousand Dollars ($50,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change orders; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

VIII. Non-Bid Purchases.

8.01. **Purchases Under Delegated Authority.** For purchases, the authority for which is delegated under Article V hereof:

8.01.01. An authorized person submits a Form HCPD-01 to Purchasing, together with the invoice for the goods or services acquired. *Note: the completed requisition must be completed and dated prior to the purchase being made, but need only be submitted to Purchasing once the purchase is completed.*

8.01.02. Purchasing checks the Requisition in accordance with Procedure 6.04.01, and forwards it to the County Judge, along with a PO for approval. After the approval of the County Judge, the Requisition and PO are forwarded to the County Auditor for payment. It is the Department's responsibility to confirm, in advance, that there is budget authorization and a sufficient unencumbered budget balance to cover the purchase, and to request a budget amendment or line item transfer if necessary.

8.01.03. When an emergency occurs outside of regular office hours, a County official or department head may release a verbal order to the vendor and then complete and submit a Requisition to Purchasing with a written explanation of the emergency.

8.01.04. When a purchase is made under this procedure without proper budget authority, the cost of the purchase shall be the personal responsibility of the highest-level person ordering/approving such purchase within the requesting department.

8.01.05. The Purchasing Department shall periodically review purchases made under this procedure for repetitive, component or sequential purchases which are being made in violation of the competitive bidding laws and these Policies.

8.02. **Non-Delegated Purchases Not Exceeding $5,000.00.**

8.02.01. An authorized person shall complete a Form HCPD-01 which shall include

the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.02.02. The Requisition is processed in the normal manner and submitted to Purchasing.

8.02.03. Purchasing verifies the Requisition, approves same, and, after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.02.04. If the Requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.02.05. The Purchasing Agent shall establish policies requiring the random verification of telephone or oral quotations, and may, whenever the Purchasing Agent deems appropriate, solicit additional oral, telephone or written quotations before authorizing a purchase.

8.03. **Purchases Between $5,000.01 and $25,000.00.**

8.03.01. An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential suppliers, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.03.02. The Requisition is processed in the normal manner and submitted to Purchasing.

8.03.03. Purchasing verifies the Requisition, approves same, and, after obtaining approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.03.04. If the Requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.03.05. The Purchasing Agent shall establish policies requiring the random verification of written quotations, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.

8.04. **Information Contained in Quotes.** For all oral or written quotations obtained, the following information must be exchanged between the vendor and the County:

8.04.01. Information related to the prospective vendor should include a description of the item (or items), the quantity required (in standardized units, if

applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.

8.04.02. Information obtained from the prospective vendor *must* include the name, address and telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of the representative providing the quote, and the specific (i.e., name brand and model number) product offered. For written quotations, this information must be included on the face of the written proposal.

8.05. **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factors being equal, the lowest price should always be taken), relative quality of good or service (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, other relevant factors as determined by the Purchasing Agent.

IX. Emergency and Sole Source Purchases, Other Exempt Purchases.

9.01. **Emergency Defined, Procedures.**

9.01.01. Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a)(1), (2) & (3) and are not utilized at all, except:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;

b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or

c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02. The following procedures *must* be followed for Priority One purchases:

a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedure 9.01.01, or in Tex. Loc. Govt. Code § 262.024.

b. Designation. The designation of *Priority One* indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.

c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:

i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the

purchasing action can be initiated immediately.

ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.

iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in accordance with Procedure 6.04.06. Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.

iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase from the vendor.

b. Evenings, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:

i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.

ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described in Procedure 9.01.02 (d)(ii), above, attaching the invoices, bills for materials, receipts or other documents related to the purchase.

c. Certification. The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reasons listed in Procedure 9.01.01.

d. Commissioners Court Approval. If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

9.02. **Sole Source Defined, Procedures.**

9.02.01. A purchase qualifies as a "Sole Source" purchase when the item or service requested can only be obtained from one source, including:

a. items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

b. films, manuscripts or books;

c. electric power, gas or other utility services;

d. captive replacement parts or components for equipment.

9.02.02. Sole Source purchases are handled the same as other purchases, with these exceptions:

a. If the requesting department determines that the item is a Sole Source item, a statement must be attached to the Form HCPD-01 stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists, or stating other reasons why only one source of supply exists. The Requisition is otherwise completed in the normal manner.

b. If the Purchasing Department concurs that the item is a Sole Source purchase, a similar statement must also be attached to the Requisition. If the Purchasing Department does not concur, the Requisition is to be returned to the requesting department with an explanation of the reasons therefor.

c. For Sole Source purchases in amounts which otherwise require competitive bidding under Article VII hereof, the Purchasing Agent shall tender to the Commissioners Court a signed statement stating the reasons that the item is a Sole Source purchase. If the Commissioners Court concurs that the item is a Sole Source purchase, it shall, by order, enter the statement into its minutes, and grant an exception from the requirements of Article VII.

d. Purchases of items described in Procedure 9.02.01(d) are hereby deemed Sole Source, and are exempted from the requirements of these Procedures.

e. After the Requisition is approved, a PO is prepared in accordance with Procedure 6.04.06.

9.03. **Other Exempt Purchases.** In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outlined in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, an order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing:

9.03.01. A personal or professional service (note prohibitions on competitive bidding for professional services contained in the Professional Services Procurement Act, Tex. Govt. Code Ch. 2254, Subch. A);

9.03.02. Any work performed and paid for by the day, as the work progresses;

9.03.03. Any land or right-of-way (including a lease of land or a building, in accordance with Attorney General Opinion No. MW-535 (1982));

9.03.04. Any item of food, provided, however, that in lieu of competitive bidding for purchases over $5,000.00, the procedures outlined in Procedure 8.03 are followed at intervals established by the Commissioners Court;

9.03.05. Personal property sold at an auction by state licensed auctioneer, at a going out of business sale conducted in accordance with Texas Business & Commerce Code Chapter 17, Subchapter F, or by a political subdivision of this state, or an entity of the federal government;

9.03.06. Any work performed under a contract for community and economic development made by a county under Tex. Loc. Govt. Code § 381.004; or

9.03.07. The renewal or extension of a lease or of an equipment maintenance agreement if (a) the lease or agreement has gone through the competitive bidding or quote procedures within the preceding twelve (12) months; (b) the renewal or extension does not exceed one year; and (c) the renewal or extension is the first renewal or extension of the lease or agreement.

X. Cooperative Purchasing.

10.01. **State Cooperation.** The requirements of Article VII and Article VIII may be satisfied by compliance with the procedures and requirements of Tex. Loc. Govt. Code §§ 271.081-271.083.

10.02. **Local Cooperation.** The County shall, whenever advantageous to do so, enter into cooperative purchasing arrangements with other local governments pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ch. 791. In the event such an arrangement is made, purchases thereunder shall be made in accordance with the more strict requirements of relevant statutes and purchasing policies. For example, the County is not required to address the issue of Historically Underutilized Businesses ("HUBs"), but municipalities must do so in purchases over $3,000.00; therefore, in a cooperation agreement with a municipality, purchases over such amount must follow state statutes governing the use of HUBs.

XI. Bonds.

11.01. **May Be Required.** The County may, and if mandated by statute, shall, require a bid bond, a performance bond and/or a payment bond, to the extent permitted by applicable state statutes, for any contract by including such requirement in the bid specifications or request for proposals. Any such bond so required shall be executed with a surety company authorized to do business in the State of Texas.

11.02. **Bid Bond.** If a contract is for the construction of public works or is a contract exceeding One Hundred Thousand Dollars ($100,000.00) the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent (5%) of the total price.

11.03. **Payment and Performance Bond--Permissive.** In the event the contract exceeds Fifty Thousand Dollars ($50,000.00) and is not covered by Procedure 11.06, the County may require the successful bidder to furnish a payment bond and a performance bond to the County in the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

11.04. **Contracts Less Than $50,000.00.** In the event the contract is for Fifty Thousand Dollars ($50,000.00) or less, the County may provide in the bid notice or request for proposal that 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.

11.05. **Regulated Bidder--No Performance or Bid Bond.** A bidder or proposal offerer whose rates are subject to regulations by a state agency may not be required to furnish a performance bond or a bid bond.

11.06. **Performance and Payment Bond--Mandatory.** If a contract is for the construction, alteration or repair of public buildings or public works, the bid specifications *shall* require a performance bond for a contract in excess of One Hundred Thousand Dollars ($100,000.00) and *shall* require a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

NOTE: **On August 31, 1999 Commissioners' Court approved a revision to the Hidalgo County Purchasing Policies and Procedures, Section VII, Competitive Bidding, Article 7.01, Bidding Required, *from $15,000 limit to $25,000* pursuant to Senate Bill 1669, effective September 1, 1999. (Texas Local Government Code Chapter 262,§262.023).**

REQUEST FOR SEALED QUOTES FORM

DATE: Month 00, 20XX

COMPANY NAME:		**REQUEST FOR: 201X-XXX-XX-XX-INT**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM: Name, Title

ADDRESS: 2802 S. Bus. Hwy 281

Edinburg, Texas 78539

PHONE Phone: (956)- 318-2626 ext _____

FAX Fax: (956)- 292-7612

Contact Person: Name

QUOTE GOOD FOR _____DAYS

TERMS from date_____ to date _____

QUOTATIONS MUST BE RECEIVED BY: TIME on

Month 00, 20XX & 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)		
		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.

2017-2019
VENDOR'S LIST FOR
HIDALGO COUNTY (OWNED)
VEHICLES / EQUIPMENT / HEAVY EQUIPMENT / MACHINERY – PARTS & REPAIRS

VENDOR No.	COMPANY NAME	ADDRESS	CITY
347612	A-1 Auto Glass LLC	517 N. 10th St.	McAllen
000426	Aamatic Transmissions	616 S. 23rd.	McAllen
371823	Aamco Transmissions	120 S. 23rd.	McAllen
227609	Absolute Services	2005 Industrial Dr.	McAllen
089885	Action Hydraulic Hoses, Etc.	1010 W. Kika De La Garza	Mission
320048	Advance Auto Parts	5673 Airport Road	Roanoke VA
1007	Air Flo Filter Co	820 Whitwing Bldg B	McAllen
318108	American Machine Shop & Pumps	2120 E. Richardson	Edinburg
399590	American Towing & Recovery dba Meza, Filemon	1821 W Mile 17 ½ Rd	Edinburg
001864	Amigo Implement Company, Inc.	304 W. Monte Cristo Rd.	Edinburg
001961	Anderson Equipment Co. Inc.	P. O. Box 662	Pharr
228257	A-OK Transmission	401 E. Business 83	Weslaco
337	A-OK Vacuum Cleaner Sales	1617 N. 10th	McAllen
391891	Applied Industrial Technologies	One Applied Plaza	Cleveland OH
All	Auto Zone	All	County
003166	Barbee-Neuhaus Impl Co.	2000 E. Expressway 83	Weslaco
096822	Bert Ogden Chevrolet, Inc.	1400 E. Expressway 83	Mission
323144	Bert Ogden McAllen Motors, Inc.	P. O. Box 3098	McAllen
003654	Bert Ogden Motors, Inc.	4221 S. Hwy. 281	Edinburg
291277	Bert Ogden RGV RV Center, Inc.	1400 E. Expressway 83	Mission
3778	Beverly's Hardware	PO Box 116	Edinburg
3816/55808	Bill Bunton	1101 W. Second/Hwy 83	Mercedes
004014	Boggus Motor Sales L.P.	1400 E. Highway 83	McAllen
004057	Border Engine Rebuilders	100 International Blvd.	Weslaco
4472	Burns Motors, Co.	1300 E. Buss. 83	McAllen
4537	Burton Auto Supply, Inc.	P. O. Box 2201	Decatur, AL
43265	Camco Wheel & Axle	P. O. Box	Pharr
284041	Carrillo Investments, Inc. d/b/a Vic's Auto Rebuilders	610 E. Expressway 83	Pharr
006041	Charles Clark Chevrolet Co.	P. O. Box 938	McAllen
210617	Collision Center Autobody & Glass	PO Box 3023	McAllen

VENDOR No.	COMPANY NAME	ADDRESS	CITY
213861	Collision Masters Auto Body Shop d/b/a Tow Masters Wrecker		Mission
387967	Collision Specialist	3705 N. 10th	Mcallen
40363	Consolidated Electrical Distributors Inc (Valmac-Pharr)	1920 Westridge Dr	Irving
406341	D & R Glass etc. Inc. d/b/a Glass Etc. (buildings only)	2617 S. 23rd St.	McAllen
247774	D & R Glass etc. Inc. d/b/a Glass Etc. (vehicles only)	2617 S. 23rd St.	McAllen
353787	Doggett Equipment Services Group LTD	D/B/A Toyota Lift of Texas	Houston
421812	Doggett Freightliner of So. Texas	3103 N. Cage Blvd.	Pharr
324493	Doggett Heavy Machinery Services LTD	705 E. Nolana Loop	Pharr
435880	E R Auto Clinic /aba Orlando Ramirez	9817 N 10th St	McAllen
326577	E. R. Paint Shop	2420 W. Monte Cristo Rd.	Edinburg
383244	Eagle Automotive	9128 N. 23rd	McAllen
227153	Economy Tires & Wheels	100006 N. Moorefield	Mission
174181	Edinburg Machine Shop	821 E Wisconsin	Edinburg
221147	Eliff Trailer Sales	1307 W. Harrison	Harlingen
011266	Ernie's Service LLC	1912 N. Cage	Pharr
11304	Escobar's Auto Electric, Inc.	1632 E. Buss Hwy 83	Weslaco
349631	Falcon Seal & Supply	P. O. Box 2643	McAllen
412872	FastServ Supply, Inc.	4060 E. Plano Pkwy	Plano, Texas
311928	Fastenal Company	200 Theurer Blvd	Winoma MN
344699	Fiesta Chevrolet, Inc.	4002 S. Expressway 281	Edinburg
248649	Fleet Pride	P. O. Box 847118	Dallas
367416	Fleet Safety Equipment Inc	6525 Goforth St	Houston
416703	Fleet Solutions LLC/ dba Cura, Joel	3101 N Toledo St	Pharr
013129	French-Ellison Truck Center, LTD	4300 N. Cage St.	Pharr
013161	Fuel Injection Service Inc.	3401 N. Cage	Pharr
231266	G & S Glass LLC	616 N. Closner	Edinburg
169242	GCR Tire Centers	All available	County/State wide
276561	Get it in gear transmission	P. O. Box 732	Weslaco
14788	Good Year Auto Service	4201 N. 23rd	McAllen
14788	Good Year Auto Service	1002 N. Westgate Dr.	Weslaco
242101	H & V Equipment, Inc.	P. O. Box 909	Progreso
201367	H&H Golf Carts, Inc.	115 W. Harrison	Harlingen
252468	Hacienda Ford	3010 W. University	Edinburg
094366	Holt Texas LTD d/b/a Holt Cat	P. O. Box 911975	Dallas
279838	Interstate All Battery Centers	2302 Red River Dr.	Mission

VENDOR No.	COMPANY NAME	ADDRESS	CITY
259969	Interstate Battery of Texas Valley	5510 N. Cage Blvd. Ste. R	Pharr
179442	Ivan's Automotive	2245 S. Closner	Edinburg
309125	J & M Hydraulics	P. O. Box 1319	Mercedes
279315	Jesse's Radiator & Muffler Shop	617 N. Airport Dr.	Weslaco
306878	Jesse's Radiator & Muffler Shop	440 W. Bus. Hwy. 83	San Juan
181218	Jesse's Star Muffler & Truck Accessories	300 N. McColl Rd.	McAllen
339024	John Deere Landscapes Inc	31691 Dequindre Dr	Madison IL
253324	Johnstone Supply	PO Box 9490	Corpus Christi
169757	Kip's Kwik Lube Center, Inc.	P. O. Box 532189	Harlingen
192503	Lima's Auto Repair	2601 W. Auburn Ave.	McAllen
21598	Lodico Electronic Service	218 S 12th Ave	Edinburg
379352	M & J Auto Parts	2701 N. McColl Rd	Hidalgo
367176	MAACO	1500 W. POLK ST.	PHARR
164755	Mares Windshield/Glass	505 E. Schunior	Edinburg
441686	Mid Valley Trailer Repairs	2429 N. Votech Dr.	Weslaco
251518	Mike's Plumbing & Electrical	P. O. Box 3285	McAllen
125334	Mingo's Car Klinic	510 N. Closner	Edinburg
24996	Mission Auto Electric, Inc. d/b/a MAE Power Equipment	P. O. Box 578	Mission
401960	Mission Quick Lube	2001 N. Conway	Mission
275506	Mobile Relays Partners, LTD	P. O. Box 1808	McAllen
352799	Norfoxx Refrigeration Inc.	415 Texas Ave. Ste. A	Round Rock
195545	Nueces Power Equipment	P. O. Box 4789	Corpus Christi
221945	O'Rielly Auto Parts	233 S. Patterson	Springfield, MO
185582	P & J Equipment and Sales	4309 N. Brushline Rd.	Mission
435880	Orlando Ramirez /dba EZ Auto Clinic	9817 N 10th St	Mcallen
374059	Pasargad, LLC	4005 W. US Hwy. 83	McAllen
370045	Peña's Spray on Bedliners	6912 Loma Linda	Mission
150797	Petroleum Solutions, Inc.	P. O. Box 2346	McAllen
28673	Pinky's Upholstery	1801 N. McColl Rd	Edinburg
91987	Pueblo Tires & Service		McAllen
145025	Purvis Bearing Service	P. O. Box 540757	Dallas
43192	R.E. Friedrichs Co dba REFCO	P O Box 4079	McAllen
315486	Radiadores Del Valle	9514 N. FM 1015	Mercedes
156876	Ram Truck Service, Inc.	2500 W. Expressway 83	Mission

VENDOR No.	COMPANY NAME	ADDRESS	CITY
299715	Raul Longoria Radiator Shop	3302 S. Raul Longoria Rd.	Edinburg
371807	Region 1 Repair, LLC	2031 N. 77 Sunshine Strip Ste B	Harlingen
377627	Rene's Starter & Alternator Remanufacturing	P. O. Box 3303	Mission
174343	Reyes Tarp & Tents	802 W. State	Pharr
31003	Rio Grande Plumbing Supply Inc	P O Box 3330	McAllen
216607	Rio Hydraulic Sales & Service	1213 E. Tamarack	McAllen
403750	Rio Paper & Supply	1800 Mozelle Ave.	Pharr
31259	Risica & Sons Inc	P O Box 1168/403E Expwy 83	Edinurg
283797	Romco Equipment Co.	P. O. Box 841496	Dallas
322695	Ron Hoover Co. of Donna Inc	101 Expressway 83	Donna
294098	Royal Automotive	294098	Pharr
218332	Rush Equipment Centers Of Texas, Inc.	10100 N. Loop East	Houston
269123	Rush Truck Center of Texas, LP	Department 1265	Birmingham, AL
304131	Saenz Hardware	3314 N. Conway Ave	Mission
93963	Safety Kleen Systems, Inc.	P. O. Box 650509	Dallas
393169	Santex Truck Center LTD /dba South Texas International Trucks	1380 Ackrman Rd	San Antonio
033871	Seiver Implement Co. Inc.	P. O. Box 699	Donna
311987	Sepulveda's Auto Service #2	2204 Olmo Ave.	San Juan
407046	Solis, Jesus A. d/b/a J's Hydraulics	120 E. Loeb	Edinburg
034754	South Hi Way Garage Inc.	2325 S. Hwy. 281	Edinburg
34797	South Texas Communications	P. O. Box 3712	McAllen
204803	South Texas Freightliner, Inc.	P. O. Box 2201	Decatur, AL
328804	Southern Tire Mart	P.O. Box 1000 Dept 143	Memphis,TN
035173	Spikes Motor Company	P. O. Drawer 393	Mission
213039	Stewart & Stevenson Services Inc.	601 W. 38th/P. O. Box200441	Houston
372854	Stutz Auto Service Inc.	2408 W. Pecan Blvd.	McAllen
135224	Summit Manufacturing Inc.	P. O. Box 626	Mission
133655	Superior Alarms	P. O. Box 3097	McAllen
336319	Superior Oil Express	1704 S. Sugar Rd.	Edinburg
302007	TCI Tire Centers	403 E. Expressway	Pharr
218561	Texas Laundry Service Company, Inc.	3750 Red Bluff Rd.	Pasadena
223638	Texas Tarps	P. O. Box 1109	La Blanca
037214	Texas Tool Company	309 (K) Center St.	McAllen
347078	Three Star Muffler Shop	901 E. University Dr.	Edinburg

VENDOR No.	COMPANY NAME	ADDRESS	CITY
216543	Tractor Supply	200 Powell Place	Bentwood,TX
214264	Tri-County Communications, LTD	1421 E. Pike Blvd.	Weslaco
38873	Truckers Equipment Inc.	P. O. Box 4727	Corpus Christi
306312	Turnkey Communications	4220 Bicentennial Dr.	McAllen
131725	Utility Trailer Sales & Southeast Texas	P. O. Box 21402	Houston
426563	Valley Equipment Sales, Inc.	949 Cantwell	Corpus Christi
132799	Valley Outdoor Power Equipment Inc.	1012 E. Ferguson	Pharr
197807	Valley Volvo Truck Center	P. O. Box 1090	Pharr
206571	Vermeer Equipment of Texas, Inc.	P. O. Box 224991	Dallas
208078	Video Sound & Light Enterprises, Inc.	3716 S. US Hwy. 281	Edinburg
41289	Waukesha-Pearce Industries INC	12320 S Main	Houston
078344	Weaks Martin Implement Co., Inc.	P. O. Box 910	Mission
268755	Weldinghouse	705 N. Navigation	Corpus Christi
179701	Weslaco Ford-Mercury Inc.	800 E. Expressway 83	Weslaco
041424	Weslaco Motors	2401 E. Expressway 83	Weslaco
220833	Windshield Xpress	101 E. Warren St.	Pharr

Amended 04/12/17- MEG AI-59380 04/18/17

Revised 01/09/14mf
Revised 10/14/2014mf
Revised 10/15/2014tdl

AI-52408 **Purchasing Department 16. I. 1.**

CC - REGULAR

Meeting Date: 12/08/2015
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Matilde Faz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

HIDALGO COUNTY:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(B) films, manuscripts, or books -(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs":

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2017;

c. Requesting authority to purchase parts for County-owned vehicles, equipment, heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2017;

d. Requesting authority to purchase books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;

e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources with action valid through December 31, 2017;

f. Pursuant to same statute, specifically 262.024(d), action the following:
1. Solicitation of at least three (3) quotes by:
2. Telephone;
3. Written quotations;

g. Set the intervals for the solicitation of quotes for:
1. Current & historic time frame is 30 days;
2. Other as approved _____;

h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document valid through December 31, 2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each elected office, program, agency or department is responsible for the funding of said expense.

Attachments

TX Local Government Code

Purchasing Policies & Procedures

Request Quotes Form

Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	12/02/2015 04:23 PM
Budget & Management	Veronica Ortiz	12/02/2015 04:49 PM
Glinda Pacheco	Glinda Pacheco	12/03/2015 09:11 AM
Auditor's Office	Veronica Ortiz	12/03/2015 10:47 AM
Glinda Pacheco	Glinda Pacheco	12/03/2015 01:13 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Matilde Faz		Started On: 11/24/2015 10:08 AM
Final Approval Date: 12/04/2015		

AI-59291 **Purchasing Department** **18. H. 2.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending and approval to reject sole bid received for project titled - Hidalgo County "Pre-Cast Safety End Treatments" project #2017-047-04-05-FAZ as response does not address all items and historically use and purchase of said products have been very limited in the past several years.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

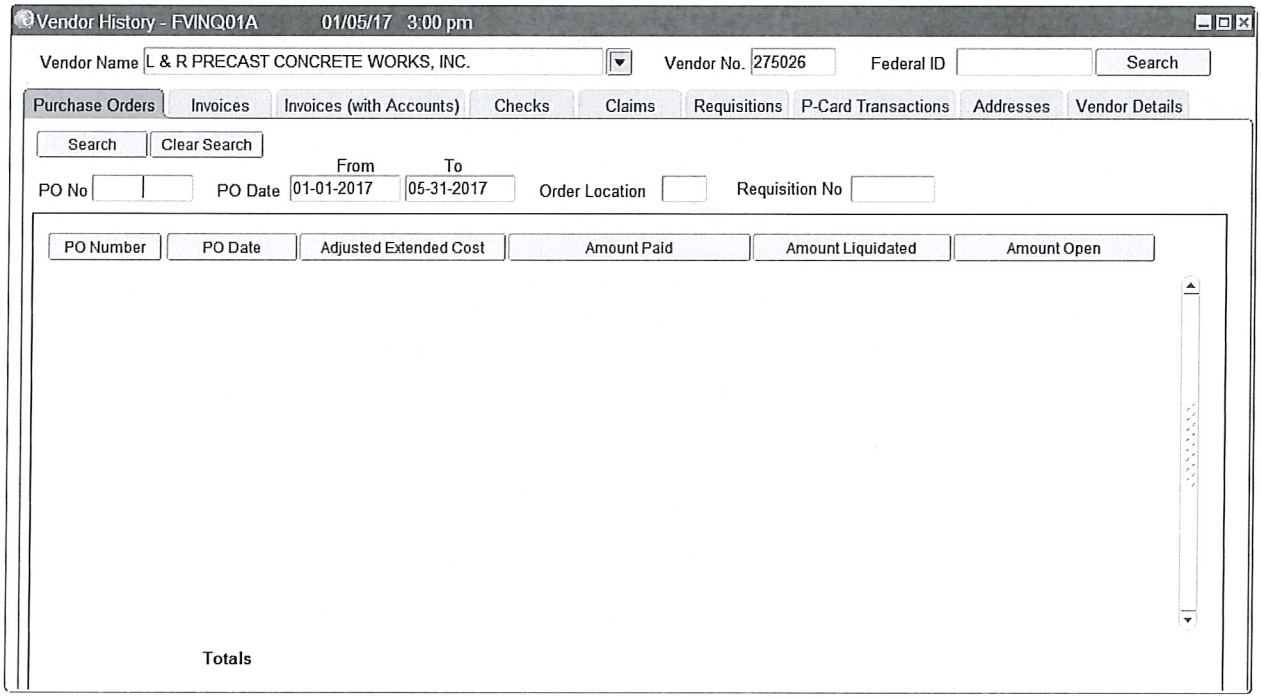
No fiscal impact at this time.

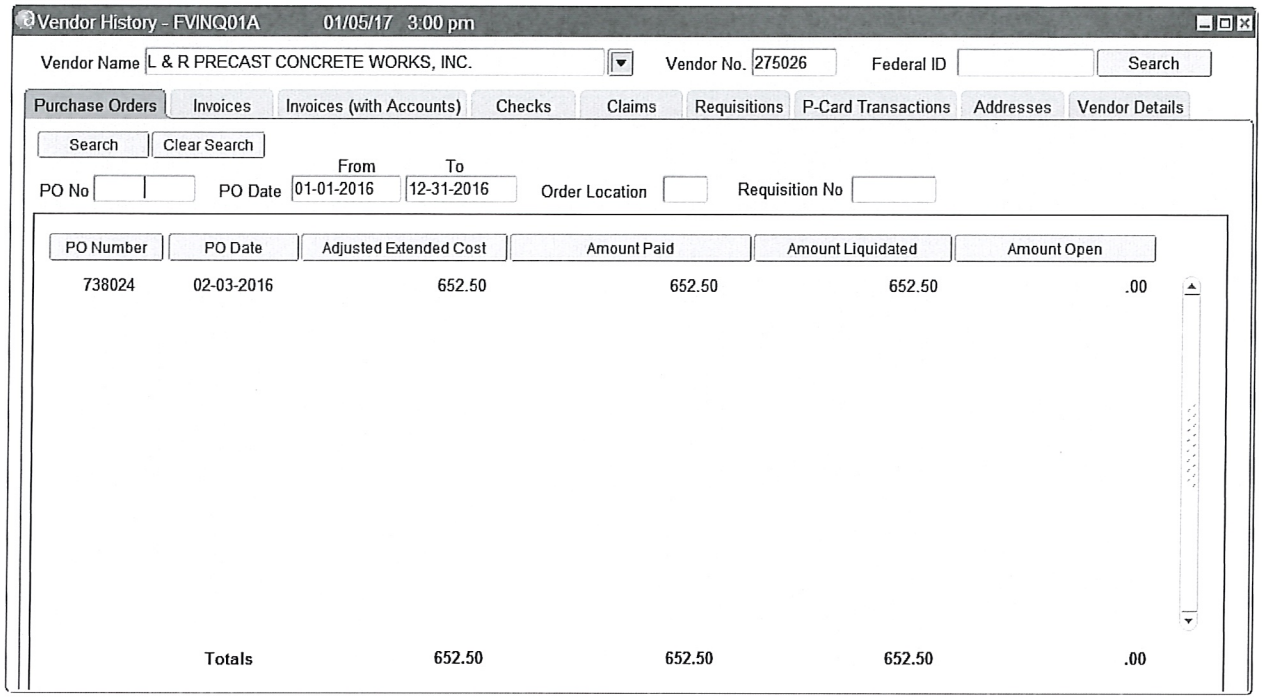
Attachments

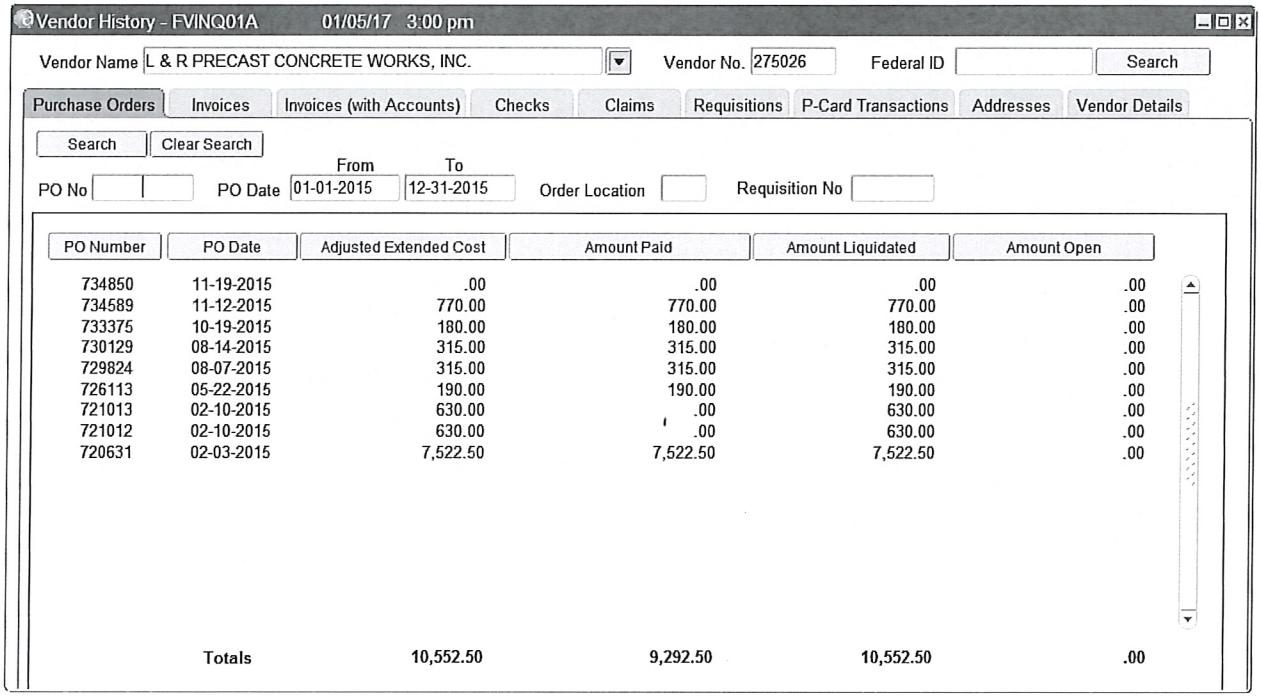
Yearly expenditure reports

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	04/07/2017 11:35 AM
Budget & Management	Veronica Ortiz	04/07/2017 02:16 PM
Ivan Cantu	Ivan Cantu	04/07/2017 02:47 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Matilde Faz		Started On: 04/06/2017 04:16 PM
Final Approval Date: 04/13/2017		


Vendor History - FVINQ01A 01/05/17 3:00 pm
Vendor Name L & R PRECAST CONCRETE WORKS, INC.
Vendor No. 275026
Federal ID
Search
Purchase Orders
Invoices
Invoices (with Accounts)
Checks
Claims
Requisitions
P-Card Transactions
Addresses
Vendor Details
Search
Clear Search
From
To
PO No
PO Date 01-01-2017 05-31-2017
Order Location
Requisition No
PO Number
PO Date
Adjusted Extended Cost
Amount Paid
Amount Liquidated
Amount Open
Totals


Vendor History - FVINQ01A 01/05/17 3:00 pm
Vendor Name L & R PRECAST CONCRETE WORKS, INC.
Vendor No. 275026
Federal ID
Search
Purchase Orders
Invoices
Invoices (with Accounts)
Checks
Claims
Requisitions
P-Card Transactions
Addresses
Vendor Details
Search
Clear Search
From
To
PO No
PO Date 01-01-2016 12-31-2016
Order Location
Requisition No
PO Number
PO Date
Adjusted Extended Cost
Amount Paid
Amount Liquidated
Amount Open
738024 02-03-2016 652.50 652.50 652.50 .00
Totals 652.50 652.50 652.50 .00



Vendor History - FVINQ01A 01/05/17 3:00 pm

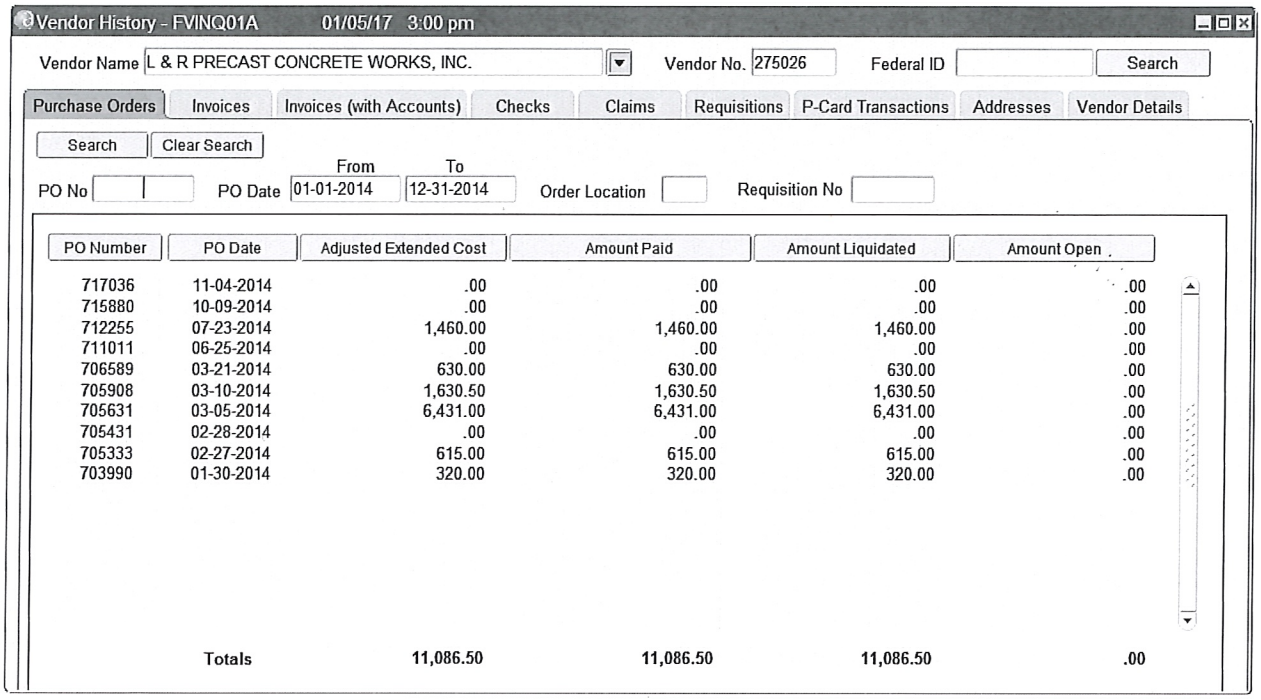
Vendor Name: L & R PRECAST CONCRETE WORKS, INC. Vendor No. 275026 Federal ID Search

Purchase Orders | Invoices | Invoices (with Accounts) | Checks | Claims | Requisitions | P-Card Transactions | Addresses | Vendor Details

Search | Clear Search

PO No | PO Date From 01-01-2015 To 12-31-2015 | Order Location | Requisition No

PO Number	PO Date	Adjusted Extended Cost	Amount Paid	Amount Liquidated	Amount Open
734850	11-19-2015	.00	.00	.00	.00
734589	11-12-2015	770.00	770.00	770.00	.00
733375	10-19-2015	180.00	180.00	180.00	.00
730129	08-14-2015	315.00	315.00	315.00	.00
729824	08-07-2015	315.00	315.00	315.00	.00
726113	05-22-2015	190.00	190.00	190.00	.00
721013	02-10-2015	630.00	.00	630.00	.00
721012	02-10-2015	630.00	.00	630.00	.00
720631	02-03-2015	7,522.50	7,522.50	7,522.50	.00
	Totals	**10,552.50**	**9,292.50**	**10,552.50**	**.00**



Vendor History - FVINQ01A 01/05/17 3:00 pm

Vendor Name: L & R PRECAST CONCRETE WORKS, INC. Vendor No. 275026 Federal ID Search

Purchase Orders | Invoices | Invoices (with Accounts) | Checks | Claims | Requisitions | P-Card Transactions | Addresses | Vendor Details

Search | Clear Search

PO No PO Date From 01-01-2014 To 12-31-2014 Order Location Requisition No

PO Number	PO Date	Adjusted Extended Cost	Amount Paid	Amount Liquidated	Amount Open
717036	11-04-2014	.00	.00	.00	.00
715880	10-09-2014	.00	.00	.00	.00
712255	07-23-2014	1,460.00	1,460.00	1,460.00	.00
711011	06-25-2014	.00	.00	.00	.00
706589	03-21-2014	630.00	630.00	630.00	.00
705908	03-10-2014	1,630.50	1,630.50	1,630.50	.00
705631	03-05-2014	6,431.00	6,431.00	6,431.00	.00
705431	02-28-2014	.00	.00	.00	.00
705333	02-27-2014	615.00	615.00	615.00	.00
703990	01-30-2014	320.00	320.00	320.00	.00
	Totals	**11,086.50**	**11,086.50**	**11,086.50**	**.00**

AI-59427 **Closed Session** **20. C.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-17-0608-D; Juan C. Cervantes v Elite Auto Service; et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 01:34 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Monica Badillo		Started On: 04/13/2017 01:29 PM
Final Approval Date: 04/13/2017		

AI-59335 **Closed Session** **20. D.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2017-00647: Ruben Hernandez v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 01:42 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Monica Badillo		Started On: 04/10/2017 01:41 PM
Final Approval Date: 04/13/2017		

AI-59337 **Closed Session** **20. E.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 01:43 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Monica Badillo		Started On: 04/10/2017 01:42 PM
Final Approval Date: 04/13/2017		

AI-59362 **Closed Session** **20. F.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Patricia Love and Celeste Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/11/2017 03:59 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Monica Badillo		Started On: 04/11/2017 03:25 PM
Final Approval Date: 04/13/2017		

AI-59294 **Closed Session** **20. G.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Tiana Monique Juarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2017 09:04 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Aida Alvarez		Started On: 04/07/2017 08:58 AM
Final Approval Date: 04/13/2017		

AI-59428 **Open Session** **22. C.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-17-0608-D; Juan C. Cervantes v Elite Auto Service; et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2017 01:34 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Monica Badillo		Started On: 04/13/2017 01:29 PM
Final Approval Date: 04/13/2017		

AI-59336 **Open Session** **22. D.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2017-00647: Ruben Hernandez v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 01:42 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Monica Badillo		Started On: 04/10/2017 01:41 PM
Final Approval Date: 04/13/2017		

AI-59338 **Open Session** **22. E.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-02842: Jose Lauro Hinojosa v County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/10/2017 01:43 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Monica Badillo		Started On: 04/10/2017 01:43 PM
Final Approval Date: 04/13/2017		

AI-59363 **Open Session** **22. F.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Patricia Love and Celeste Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/11/2017 03:59 PM
Final Approval	Monica Badillo	04/13/2017 05:22 PM

Form Started By: Monica Badillo Started On: 04/11/2017 03:26 PM

Final Approval Date: 04/13/2017

AI-59295 **Open Session** **22. G.**

CC - REGULAR

Meeting Date: 04/18/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Tiana Monique Juarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/07/2017 09:04 AM
Final Approval	Monica Badillo	04/13/2017 05:22 PM
Form Started By: Aida Alvarez		Started On: 04/07/2017 09:02 AM
Final Approval Date: 04/13/2017		